

**FINAL**

**AGREEMENT**

**Between**

**COUNTY OF RENSSELAER  
AND THE SHERIFF OF THE COUNTY OF RENSSELAER**

**and**

**RENSSELAER COUNTY DEPUTY SHERIFF'S  
POLICE BENEVOLENT ASSOCIATION**

**JANUARY 1, 2018 THROUGH DECEMBER 31, 2023**

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## PREAMBLE

It shall be the public policy of the Employers and the purpose of this Agreement to promote harmonious and cooperative relationships between the Employers and their employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

## EQUAL OPPORTUNITY

The Employers and the PBA realize they have a responsibility to promote and provide equal opportunity of employment for all people, and as such, it shall be the positive and continuing policy of the Employers and the PBA to assure equal opportunity in employment regardless of race, color, religion, sex or national origin.

## ARTICLE 1

### DEFINITIONS

The terms used in this Agreement shall have the meanings set forth below:

1.     **Sheriff** -                     The Sheriff of Rensselaer County. (As used in this Agreement shall mean the Sheriff or a designee.)
2.     **Undersheriff** -             The Undersheriff of Rensselaer County. (As used in this Agreement shall mean the Undersheriff or a designee.)
3.     **Captain** -                    A Captain in the Highway Patrol Bureau of the Sheriff's Office.
4.     **Lieutenant** -                A Lieutenant in the Highway Patrol Bureau of the Sheriff's Office.
5.     **County** -                     Rensselaer County
6.     **Employers** -                 The Sheriff and the County as Joint Employers.
7.     **Office** -                     The Sheriff's Office.
8.     **Bureau** -                    The Highway Patrol Bureau of the Sheriff's Office.
9.     **PBA** -                        The Rensselaer County Deputy Sheriff's Police Benevolent Association.
10.    **Employee** -                 A person employed by the Employers and included in the bargaining unit.

11. **Permanent Employee** - An employee who satisfactorily completed the probationary requirements and is serving in a permanent position.
12. **Full-time Employee** - An employee appointed to a position having a regularly scheduled work week of forty (40) hours.
13. **Part-time Employee** - An employee appointed to a position having a regularly scheduled workweek of less than forty (40) hours. Part-time employees appointed to a position having a scheduled work week of twenty (20) hours or more shall be entitled to benefits on a pro-rated basis in accordance with the various articles in this Agreement.
14. **Provisional Employee** - A person appointed to a regular position in the Sheriff's Office who has not taken and passed the appropriate civil service test.
15. **Temporary Employee** - An employee working on an irregular basis, usually for short durations of time.
16. **Probationary Employee** - An employee who is serving the probationary period in a permanent position.
17. **Bargaining Unit** - As described in the Recognition Article below.

## ARTICLE 2

### RECOGNITION

- 2.1 The Employers recognize the PBA as the sole and exclusive representative of all employees described below for the purpose of collective bargaining for terms and conditions of employment and for the processing of grievances.
- 2.2 The Unit shall include all employees of the Rensselaer County Sheriff's Office Highway Patrol Bureau excluding: Sheriff, Undersheriff, Captains, Lieutenants, Confidential Assistant, Jail Physician, Chaplain, Work Order Director, Work Order Supervisors, Work Order Assistant, Building Maintenance Supervisor, part-time employees working less than twenty (20) hours per week, temporary employees and seasonal employees.
- 2.3 The PBA shall have unchallenged representation status for the maximum period of time permitted by law.
- 2.4 The PBA agrees that it will not strike against the Employers and it shall not cause, instigate, encourage or condone a strike.

## ARTICLE 3

### DUES COLLECTION

- 3.1 **Membership Dues** - The County will deduct membership dues from the salaries of PBA members who individually and voluntarily authorize such deductions by signing the appropriate payroll deduction authorization.

## ARTICLE 4

### PBA RIGHTS

4.1 **PBA Release Time - Grievance Processing**

- 4.1.a The Employers will grant a reasonable amount of time off to PBA representatives for the purpose of processing employee grievances when attendance by a representative is essential to the process.
- 4.1.b When it is necessary for PBA representatives to take time away from their work station for the purpose of processing formal grievances, the PBA will notify the Sheriff in writing one (1) day in advance of the day the time is to be taken off of (1) the date of the time off; (2) an estimate of the time the PBA representative will be away from his/her assigned duties; and (3) the particular grievance being processed.
- 4.1.c All leave granted under the provisions of this Article is subject to the rights of the Employers, as provided for in Article 5 of this Agreement.
- 4.1.d The PBA shall notify the Sheriff and the County Executive in writing of the names of those PBA representatives empowered to process grievances for the Highway Patrol Bureau semi-annually, or immediately upon a change in the names of the representatives.

4.2 **PBA Release Time - Conventions**

- 4.2.a The Employers will grant a total of twenty (20) days to the PBA each year, in accordance with the following.
- 4.2.b A maximum of twenty (20) days, inclusive of travel time, for two (2) officers or delegates of the PBA to attend PBA conventions, conferences and meetings.
- 4.2.c The PBA will notify the Sheriff in writing as soon as possible after it becomes known of the dates and the names of the personnel who will be attending the conventions or conferences. In normal circumstances the notification must be made not less than five (5) working days prior to the date of the leave. If an unusual

circumstance occurs in which it is impossible to give the five (5) working days notification, a minimum of two (2) working days notification will be allowed.

#### **4.3 PBA Release Time - Negotiations**

- 4.3.a The Employers will grant a reasonable amount of time off to a reasonable number of PBA representatives for the purpose of attending formal negotiation meetings with the Employers when their attendance at the meetings is essential to the process.
- 4.3.b In addition to the actual meeting time used for formal negotiations, the Employers will grant an additional one-half (1/2) hour for every hour of actual meeting time for the PBA negotiating team to caucus immediately following the formal meeting.
- 4.3.c When it is necessary for PBA representatives to take time off for negotiation with the Employers, the PBA will notify the Sheriff in writing two (2) days in advance of the date the meeting is to be held of (1) the date, time and estimated duration of the meeting; and (2) the names of the PBA representatives who will be attending.
- 4.3.d All leave granted under the provision so this Article is subject to the rights of the Employers as provided for in Article 5 of this Agreement.

#### **4.4 PBA Release Time - PBA Business**

- 4.4.a The Employers will grant a total of two (2) days to the PBA each year for the purpose of the PBA officers (president, vice president, secretary and treasurer) conducting official business of the PBA which cannot be conducted at a time other than the regular work day.
- 4.4.b If the above time has been used properly and within the intent of this section, the Sheriff will give consideration to requests for additional time to cover unusual situations and emergencies. The Sheriff may grant any request for additional time in whole or in part or may deny a request at his/her sole discretion.
- 4.4.c When it is necessary for officers of the PBA to take time away from their assigned duties to conduct PBA business in accordance with the provisions of this section, the officer will notify the Sheriff in writing of: (1) the date and time of the absence; and (2) an estimate of the time the officers will be away from his/her assigned work station.
- 4.4.d All leave granted under the provision of this Article is subject to the rights of the Employers as provided for in Article 5 of this Agreement.
- 4.4.e Requests for PBA business leave must be made at least twenty-four (24) hours in advance of the requested date and time off.

**4.5 PBA Posting**

4.5.a The Employers will provide adequate space for PBA notices and information at all Office locations.

**4.6 Agreement Copies**

4.6.a The Employers will provide each member of the bargaining unit with a copy of this Agreement within thirty (30) days after the date of its adoption.

**ARTICLE 5**

**EMPLOYER RIGHTS**

**5.1** Except as may be expressly limited by statute or by specific provisions of this Agreement, the Sheriff has and retains the sole and exclusive right, authority and responsibility to take whatever actions may be necessary to carry out the mission of the Sheriff's Office. Such rights, authority and responsibility include, but are not necessarily limited to, the following:

5.1.a To determine the mission, purpose, objective and policies of the Sheriff's Office.

5.1.b To determine the standards of service to be offered by the Sheriff's Office.

5.1.c To determine the facilities, methods, means and the number of personnel required for the programs of the Sheriff's Office.

5.1.d To hire, promote, transfer, assign, reassign, evaluate and retain employees.

5.1.e To discipline and discharge employees in accordance with the statutes and the provisions of this Agreement

5.1.f To direct, deploy and utilize the work force.

5.1.g To maintain the efficiency of the governmental operations.

**ARTICLE 6**

**EMPLOYEE RIGHTS**

**6.1 PBA Membership**

6.1.a Employees covered by the provisions of this Agreement shall be free to join, or to refrain from joining, the PBA without fear of coercion, reprisal or penalty from the PBA or the Employers.



6.1.b Employees may join and take an active role in the activities of the PBA without fear of reprisals from the Employers or their agents.

## **6.2 Polygraph Tests**

6.2.a Employees will not be required to take a polygraph test without their written consent.

## **6.3 Handguns and Ammunition**

6.3.a Employees of the Highway Patrol Bureau will be issued a semi-automatic service weapon, security type duty holster, appropriate ammunition pouches and initial and replacement ammunition. The Sheriff will determine the manufacturer, make and model of the service weapon. Employees are authorized and required to carry and use only the weapon and ammunition provided by the Sheriff's Office.

6.3.b Employees who are required to be armed in the course of their duty within the Sheriff's Office will be provided with one (1) box of ammunition (50 rounds) initially.

6.3.c Thereafter, ammunition expended in the course of an employee's duty will be replaced up to a total of fifty (50) rounds.

## **6.4 Transport Vehicles**

6.4.a Highway patrol cars used in the prisoner transport function will be equipped with patrol car safety cages.

## **6.5 Outside Employment**

6.5.a Employees shall be permitted to hold part-time positions with other employers under the following conditions:

- 1) Employment with any municipal police or law enforcement agency is expressly prohibited, unless permission is specifically granted to an employee by the Sheriff.
- 2) Wearing of a Rensselaer County Sheriff's Office uniform or badge is expressly prohibited.
- 3) Carrying a firearm by virtue of an employee's position in the Rensselaer County Sheriff's Office is expressly prohibited. Any permit required to carry a firearm for outside employment shall be obtained personally by the employee.
- 4) That employment elsewhere shall not interfere with required overtime duties or other job requirements in the Rensselaer County Sheriff's Office.

- 5) That the Sheriff be notified in writing within three (3) working days of an employee accepting a part-time position as to the place of employment and the scheduled hours of work.
- 6) In the event an employee is refused permission to work under the provisions of 6.5.a (1) above the employee may refer the matter to the Personnel Director who will make the final determination on the matter.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

#### **7.1 Principles**

- 7.1.a Employees shall have the right to present through the PBA grievances in accordance with the procedures of this Article, free from interference, coercion, restraint, discrimination or reprisal.
- 7.1.b It is the intent of these procedures to provide for the orderly settlement of differences between the parties in a fair and equitable manner. The settlement of grievances at the earliest possible stage is encouraged by the Employers and the PBA.
- 7.1.c The Employers will grant time off to employees on whose behalf a grievance was filed to attend the formal hearings outlined in the grievance procedure as specified in Article 7. When a grievance affects more than one (1) employee, one (1) employee may attend the hearings as a representative of all the employees involved.

#### **7.2 Definitions**

- 7.2.a. **GRIEVANCE** - A complaint by the PBA or the Employers, or either of them, that there has been a violation, misinterpretation or inequitable application of this Agreement.
- 7.2.b. **DAYS** - Monday through Friday, excluding holidays for this Article and Article 10 only.
- 7.2.c. **DECISION** - Ruling, determination or disposition made at any stage of the Grievance Procedure.
- 7.2.d. **REPRESENTATIVE** - Person(s) designated by the PBA and by the Employers as their official representatives.

### **7.3 General Rules**

- 7.3.a The stages of this procedure shall be conducted during regular working hours, to the extent practical.
- 7.3.b. Grievances shall be in writing and shall include: the time when and the place where the alleged event or condition occurred; the identity of the persons responsible for and affected by the alleged event or condition; the specific provision of this Agreement alleged to have been violated; and a general statement of the relief or remedy sought.
- 7.3.c. Written decisions on grievances filed by the PBA will be forwarded to the President of the PBA.

### **7.4 Time Limits**

- 7.4.a. A grievance must be initiated at Stage I of these procedures within fifteen (15) days after the date the PBA became aware or should have become aware of the act or omission that caused the alleged grievance. A grievance by the Employers, or either of them, shall be filed directly at the arbitration stage within twenty (20) days after presentation of the grievance to the President of the PBA.
- 7.4.b. If a decision is not rendered within the specified time limit at any stage, the PBA may appeal to the next stage. A decision shall be timely if postmarked or personally delivered to a representative within the specified time limits.
- 7.4.c. If a grievance is not initiated in accordance with the above, or if it is not appealed to the next higher stage within the specified time limit, the grievance will be considered resolved on the basis of the last decision and further appeal or action under this Article is barred.
- 7.4.d. The parties agree that adherence to the contractual time limits is a condition precedent to the filing, processing, appeal and arbitration of grievances. The time limits set forth in the Grievance Procedure may be extended only by mutual consent of the PBA and the Employers.

### **7.5 Procedure**

#### **7.5.a. Stage I — Captain**

1. The PBA shall present the grievance, in writing, to the Captain. The Captain or the Captain's designee will discuss the matter with the PBA and will, within five (5) days after receiving the grievance, render a written decision.

7.5.b. **Stage II — Sheriff**

1. If the PBA is not satisfied with the decision at Stage I, an appeal may be made to the Sheriff within five (5) days after its receipt of that decision. The appeal must be in writing with a copy of the original written grievance and the Captain's decision attached.
2. Within five (5) days after receiving the appeal, the Sheriff, or the Sheriff's designee, may hold a hearing on the matter if requested by the PBA.
3. Within five (5) days after the close of the hearing, or if no hearing has been held, within eight (8) days after the appeal has been received, the Sheriff, or the Sheriff's designee, will render a written decision.

7.5.c. **Stage III — Arbitration**

1. The Sheriff and/or the County or the PBA may appeal to arbitration in accordance with 7.5.d.

7.5.d. **Rules Governing Arbitration**

1. Within twenty (20) days after receipt of the Stage II decision or within twenty (20) days of the date the Stage II decision is due, the PBA shall file and serve a demand for arbitration and request a list of arbitrators from the New York State Public Employment Relations Board (PERB). A demand for arbitration of a grievance filed by the Employer or either of them shall be filed and served within twenty (20) days after presentation of the grievance to the President of the PBA. Thereafter, the parties will be bound by the voluntary grievance arbitration rules of PERB.
2. The Arbitrator so selected will conduct any hearing promptly and will issue a decision not later than thirty (30) days after the close of the record.
3. The Arbitrator shall be confined to the precise issue(s) submitted and to the specific provision(s) claimed to have been violated, misinterpreted or inequitably applied. The Arbitrator shall not offer observations or opinions on other than the above and which are not essential to arriving at the determination.
4. The Arbitrator shall be without power or authority to make any decision contrary to or inconsistent with applicable laws or rules and regulations having the force of law and shall have no power to alter, add to or subtract from the provisions of this Agreement.
5. The decision and/or award of the Arbitrator shall be final and binding on all parties.

6. All fees and expenses of the Arbitrator and of a stenographer, if mutually requested, will be shared equally by the Employers and the PBA, or the employee, and not the PBA, if the employee elects under 10.4 of this Agreement to be represented at a disciplinary arbitration by a person other than a representative of the PBA.

## **ARTICLE 8**

### **EMPLOYEE PERSONNEL FILES**

#### **8.1 Maintenance of Files**

- 8.1.a The Sheriff will maintain a personnel file for each employee in the bargaining unit. The file will contain all material relative to the employment history of the employee including job applications, personnel forms, evaluations, communications, reprimands, suspensions or any other record of action.

#### **8.2 Right of Review**

- 8.2.a Bargaining unit employees may inspect the contents of their individual personnel file.
- 8.2.b Employees wishing to inspect their files may do so by giving one (1) day written notice to the Sheriff who will arrange for an appropriate time during the normal business hours of the Sheriff's office. All inspections of files will be done in the presence of the Sheriff and the file, or any material contained in it, may not be removed from the office.

#### **8.3 Right of Response**

- 8.3.a Employees may respond to any adverse document in their file by sending a written response of reasonable length to the Sheriff. The response will be filed with the document in question.

#### **8.4 Derogatory Material**

- 8.4.a If material derogatory to an employee's conduct, performance, character or personality is received by the Sheriff and it is intended to place that material in the employee's file, the employee will be given two (2) copies of the material. Employees shall acknowledge receipt of the material by affixing their signature on one (1) copy and immediately returning it to the Sheriff. The signature shall signify receipt of the material, and not necessarily imply agreement with any of its contents.

## **8.5 Material Removal**

- 8.5.a Derogatory material will be removed from an employee's file if it is determined to be invalid by the grievance procedure in this Agreement, by civil court action or by formal or informal hearings with the Sheriff.

## **ARTICLE 9**

### **PROBATION/TENURE**

#### **9.1 New Employees**

- 9.1.a All newly hired employees shall serve a probationary period of twelve (12) consecutive months. This is inclusive of individuals who lateral and/or transfer into the title of Deputy Sheriff. Employees shall have grievance rights during this period, meaning they can go through Stage II only.
- 9.1.b For those employees who attend the police academy, the probationary period will end when the employee has served six (6) consecutive months after graduation from the academy.
- 9.1.c Prior to the end of the probationary period, the Sheriff will notify the probationary employee in writing whether or not they will be appointed on a permanent basis.
- 9.1.d When provisional appointments are made from other than the appropriate civil service list, those people so appointed shall not become permanent until they have taken, passed and have been appointed as a result of the appropriate Civil Service test. Their probationary period shall be for a twelve (12) month period. If the civil service test is not taken and passed within the normal probationary period, the probationary period may be extended at the discretion of the Sheriff.
- 9.1.e There shall be no disciplinary arbitration rights during the probationary periods.
- 9.1.f Promoted employees shall serve a four (4) month probationary period.

#### **9.2 Probationary Dismissal**

- 9.2.a Dismissal during the probationary period is not subject to the grievance procedure.
- 9.2.b Persons currently employed in the Sheriff's Office who do not satisfactorily complete the probationary period will be returned to their prior permanent position. Such action is not subject to the grievance procedure.

### **9.3 Tenure**

- 9.3.a Tenure will be granted to all employees who have successfully completed the probationary period.
- 9.3.b Tenured employees may not be dismissed or otherwise subjected to disciplinary action except as provided for in Article 10 - Disciplinary Action.

## **ARTICLE 10**

### **DISCIPLINARY ACTION**

#### **10.1 Cause**

- 10.1.a Discipline shall be imposed only for incompetency or misconduct.

#### **10.2 Notice of Discipline**

- 10.2.a Disciplinary action may be initiated against a unit employee only pursuant to a written notice of charge(s). The notice will contain a description of the act(s) and/or omission(s) alleged; the dates, times and places where they occurred; and the penalty proposed. The notice of discipline shall be served upon the employee and a copy shall be forwarded to the President of the PBA within two (2) days of service on the employee.

#### **10.3 Use of Grievance Procedure**

- 10.3.a All disciplinary action is subject to review under the Grievance Procedure in Article 7 of this Agreement. The provisions of § 75 and § 76 of the New York State Civil Service Law shall not apply. When 10.3.b is applicable, the panel of arbitrators named herein shall be used.
- 10.3.b When the proposed penalty is suspension without pay for more than one (1) day; a fine of more than one hundred dollars (\$100.00) or demotion or dismissal from service, the affected employee may invoke the Grievance Procedure directly at Stage III (Arbitration), by the PBA filing and serving a demand for arbitration within five (5) days after the employee's receipt of the notice of discipline. Arbitration under these circumstances shall be before one of the following arbitrators who shall be contacted in the order specified for service on a rotating basis:

1. Jeffrey Selchick
2. Paul Zonderman
3. Peter Prosper
4. Louis Patack
5. Thomas Hines

6. Kenneth Toomey

The party filing the demand for arbitration shall within five (5) days after the demand for arbitration has been made contact the arbitrator in rotating order by telephone. If the first arbitrator contacted is not able to serve within thirty (30) calendar days of the date of contact, the next arbitrator in order shall be contacted by telephone. If none of the named arbitrators is available within thirty (30) calendar days of contact, then the arbitrator with the first available hearing date shall be designated. The provisions of Article 7 shall otherwise apply to arbitration before the named disciplinary arbitrators.

10.3.c All hearings concerning a disciplinary matter will be closed to the public and the media. Attendance will be limited to: the employee(s) involved and their representative(s), the Sheriff, the County Attorney(s), a member of the County Personnel Staff, and witnesses called by or on behalf of a party.

**10.4 Representation**

10.4.a The affected employee(s) may choose a representative(s) other than a representative of the PBA, except an agent of another employee union. In that event, the employee shall be responsible for his/her representation costs and fees, as well as the arbitrator's costs and fees.

**10.5 PBA Rights**

10.5.a If the affected employee chooses to be represented by a person other than a representative of the PBA, PBA representative(s) may attend the hearings.

10.5.b The PBA representative(s) may intervene and present relevant information at the hearings when it is the PBA's belief that an unfavorable precedent may be set.

**10.6 Penalty**

10.6.a Except as provided for in 10.7 of this Article, the proposed penalty may not be implemented until either:

- 1) The disciplinary charges are resolved;
- 2) A grievance is not timely filed; or
- 3) The penalty is upheld or modified by the Arbitrator.

**10.7 Suspension**

10.7.a An employee may be suspended without pay, prior to service of a "Notice of Discipline" or prior to institution or exhaustion of the "Grievance Procedure" applicable to discipline only if there is probable cause for the Sheriff to believe that:



- 1) the employee's continued presence on the job represents a danger to person(s) or property or
- 2) the employee's continued presence on the job would interfere with normal operating procedure of the Sheriff's Office.

An unpaid suspension shall not exceed under any circumstances a period of sixty (60) work days.

- 10.7.b When an employee is suspended without pay, he/she may proceed directly to Stage III – Arbitration of the Grievance Procedure by filing an appeal at Stage III within five (5) days of receiving the Notice of Discipline.

## **ARTICLE 11**

### **SENIORITY**

#### **11.1 Definition and List**

- 11.1.a Sheriff's Office seniority is the length of continuous service of full-time employees in a permanent position in the Sheriff's Office and shall be calculated from their original date of hire to any permanent position.
- 11.1.b The seniority list in effect on December 31, 1987 shall be the basis for earning additional seniority in a permanent position, regardless of how the employees so listed earned that seniority in the past.
- 11.1.c Provisional employees will earn seniority on the same basis as if hired from a civil service list, retroactively, once they have been appointed permanent.

#### **11.2 Temporary Service**

- 11.2.a Temporary employees will not be credited with any earned seniority.

#### **11.3 Part-time Employment**

- 11.3.a Part-time employees will not be credited with any earned seniority after December 31, 1987. Those employees who have accumulated seniority prior to January 1, 1988 will retain that seniority.

#### **11.4 Veterans**

- 11.4.a For the purpose of this Article, the definition of veteran and disabled veteran shall be as contained in Section 85 of the Civil Service Law.
- 11.4.b Credit for time served in the military shall be extended to veterans as required by law, including CSL §85, and credit shall also be given for purposes of placement

on salary schedule and longevity, and for those hired before July 10, 2012, credit shall be given for purposes of shift bidding and assignment, overtime, and vacation schedule. As to any employees hired on or after July 10, 2012, credit shall not be extended for purposes of shift bidding and assignment, overtime and vacation schedule.

## **11.5 Continuous Service Rules**

11.5.a Resignation or termination extending for a period of one (1) year or greater shall be considered a break in continuous service and re-employment at a later date shall be as a new employee.

11.5.b The following shall not be considered a break in continuous service:

- 1) Resignation or termination for a period of less than one (1) year.
- 2) An approved paid or unpaid leave of absence, in accordance with the provisions of this Agreement for a period of one (1) year or less, followed by reinstatement to the same position held prior to the leave.
- 3) A military leave of absence, not to exceed four (4) years, followed by reinstatement to the same position held prior to the leave.
- 4) A leave of absence associated with Workers' Compensation leave not to exceed one (1) year from date of initial absence.
- 5) Suspension immediately followed by reinstatement to the position from which the suspension occurred or to another position within the layoff unit.
- 6) The period during which an employee is subject to recall following a layoff.

## **11.6 Seniority Records**

11.6.a The Sheriff will be solely responsible for developing and maintaining one (1) seniority list for all employees in the bargaining unit. This list will rank all employees according to their official date of appointment or, if veterans, their calculated date of appointment by adding the extra credit shown above.

11.6.b The seniority list shall include the employment status of each employee denoting whether they are permanent, probationary or temporary.

11.6.c The Sheriff and the PBA have identified those employees who have shared a common date of hiring and have conducted a lottery to establish the seniority rank of those employees.

11.6.d New employees hired on the same date will be ranked for seniority purposes by the lottery system. Each lottery will consist of a random drawing of the names of all employees sharing a common date of appointment. The first (1<sup>st</sup>) name drawn shall

become the most senior of the common group and so forth with the last name drawn of the group becoming the least senior.

11.6.e All lottery proceedings shall be conducted in the presence of the Sheriff, and a designated PBA representative.

11.6.f On or about February 1 and August 1 of each year the Sheriff will provide the President of the PBA with an up-to-date seniority list.

### **11.7 Seniority, Pay, and Benefits for Lateral Transfers**

11.7.a. Lateral transfers will only be accepted for Deputy Sheriff positions.

11.7.b. The seniority of a lateral transfer will start on the individual's swearing in date at the Rensselaer County Sheriff's Office.

11.7.c The starting salary of a lateral transfer will be based on the Deputy Sheriff pay scale in correlation to the individual's years of service (max pay achieved upon completion of six [6] years per the salary schedule).

11.7.d. Up to six (6) years of service will be factored into benefit hour accruals on the earned vacation schedule.

11.7.e. Five (5) vacation days will be credited to the lateral transfer upon swearing, and thereafter time will be accrued.

### **11.8 Seniority of New Hires**

11.8.a This Section 11.8 relates only to contract benefits, and is not applicable to layoffs because layoffs are governed by Civil Service Law only.

11.8.b. When more than one Deputy Sheriff is hired on the same date seniority will first be based on Civil Service test score. In the event there are multiple hires on the same date with the same test score seniority will be determined using the following method:

i. A card draw will be conducted utilizing a deck of playing cards. Cards used will be the Ace through 9. The 9 card is considered the highest card and the Ace is the lowest.

ii. Cards will be chosen in order by last name, beginning with the first letter in the hire's last name, starting with A and ending with Z.

## ARTICLE 12

### DISPLACEMENT, RETREAT, BUMPING, LAYOFF AND RETURN TO EMPLOYMENT

**12.1** Displacement, retreat, bumping and layoff shall be governed by the applicable provisions of New York State Civil Service Law and/or any applicable Rensselaer County Civil Service Rules.

**12.2** Return to Employment

12.2.a The Sheriff shall develop and maintain a single Sheriff's Office recall list for all employees who have been laid off.

12.2.b Recall rights shall be limited to a period of four (4) years from the date of layoff.

12.2.c When a vacancy occurs the most senior person on the recall list will be offered the position, if that person meets the minimum qualifications of the position.

12.2.d Persons recalled to a position in which they have no prior service will be required to serve the normal four (4) months probationary period. If that person is removed during the probationary period for unsatisfactory performance, the person's name shall be placed on the Sheriff's Office recall list and will remain eligible for recall to another position.

12.2.e Persons accepting or declining recall to a position from which they were not laid off shall continue to have full recall rights to the position from which they were laid off.

12.2.f Persons recalled to a position from which they were laid off will receive the current grade rate of that position.

12.2.g Persons recalled to a position other than the one they were laid off from will receive the grade rate of the position recalled to, if it is at an equal or lower grade than the one held prior to the recall.

12.2.h Persons recalled to a position having a higher grade rate than the one held prior to the recall will receive the starting rate of the position recalled to.

## ARTICLE 13

### EDUCATION

**13.1** The Sheriff's Office will send employees for education, training and professional development appropriate to their current duties.

- 13.2 When the above training is required for continued employment and/or is desirable for professional development, employees within the Bureau will be sent on the basis of seniority.
- 13.3 As an exception to 13.1 and 13.2 above, the Sheriff may select individual employees for specialized training, provided the employee is willing and cost is paid for by the Sheriff's Office.
- 13.4 When the Sheriff's Office offers education, training and professional development opportunities for the Sheriff's Office personnel, in accordance with 13.1 and 13.2 above, a notice of the courses to be offered will be posted at least seven (7) days prior to selection of the employee(s) to attend, whenever possible.

## ARTICLE 14

### UNIFORMS AND EQUIPMENT

- 14.1 The Sheriff will prescribe the uniforms to be worn by employees when they are on duty.
- 14.2 Uniforms will be provided for the following full-time personnel: Highway Patrol Deputy Sheriff's and any other employees who are required by the Sheriff to wear uniforms.
- 14.3 The Employers will purchase and make available to the employees, only those articles of uniforms and equipment specified below. Uniforms will be ordered on a winter/summer basis on or about September 1<sup>st</sup> and March 1<sup>st</sup>.
- 14.4 Employees must return worn-out or damaged uniforms before replacements will be issued.
- 14.5 Upon termination of employment, employees must return all articles of uniforms and equipment provided by the Sheriff's Office or be liable for the value of all items not returned.
- 14.6 **Uniform/Equipment List**

14.6.a The following will be provided by the Employers:

- 5 pair of pants
- 5 long sleeve shirts
- 5 short sleeve shirts
- 1 tie
- 1 tie clip
- 1 Gore-Tex winter jacket
- 1 ballistic vest
- 1 hat
- 1 name tag
- 1 set/ collar brass

- 1 badge
- 2 badges of rank
- 1 raincoat
- 1 expandable baton, with case
- 1 flashlight
- 1 riot helmet
- 1 pair handcuffs, with case
- 1 duty belt
- 1 set /belt keepers (4 leather straps to attach a uniform gun belt to a regular belt)
- 1 can OC with case
- 1 duty sidearm, with magazine and holster
- 1 double magazine pouch

**14.7 Cleaning of Uniforms**

14.7.a The Sheriff's Office will provide cleaning for employee's dress uniforms only.

14.7.b The method and frequency of cleaning will be determined by the Sheriff.

**ARTICLE 15**

**WORKING CONDITIONS**

**15.1 Hours**

15.1.a The regular workweek for all full-time employees in the bargaining unit will be forty (40) hours per week.

15.1.b Scheduling of the workweek is at the discretion of the Sheriff.

15.1.c The Sheriff will give ten (10) calendar days' notice to affected employees prior to any change in the regularly scheduled workweek, subject to Article 5 - Employers Rights.

15.1.d Employees will not be required to work more than sixteen (16) hours a day, except in emergency situations.

**15.2 Voluntary Substitution**

15.2.a The practice of substitution where one employee voluntarily works for another will be permitted, provided that the practice does not impose additional costs to the Sheriff's Office, the Captain of the Bureau under whose jurisdiction the substitution will occur is notified in advance, and the request for substitution is approved by the Sheriff. The employee who substitutes assumes the obligation to work upon the same terms and to the same extent as the employee who was scheduled to work.

15.2.b Individual employees substituting for another employee shall maintain their own seniority.

### **15.3 Bidding**

15.3.a Shift preference, days off and work location assignment (e.g., Troy or substation), shall be granted on the basis of Bureau seniority, unless it is necessary to maintain services. The foregoing regarding employee's seniority shall be applied for bids made by employees who have transferred from the Corrections Division to the Highway Patrol Bureau on or before August 14, 2001 shall be applicable. Effective August 15, 2001, any employee who comes from the Corrections Division and becomes a Deputy Sheriff, shall have seniority begin with his/her date of hire as a Deputy Sheriff.

15.3.b Bidding for the above shall be limited to full-time employees having the following title(s): Highway Patrol Deputies.

15.3.c All bidding for Highway Patrol Deputies shall occur two (2) times each year. The first (1<sup>st</sup>) bid shall occur in the month of March each year for the six (6) month period of on or about April 1<sup>st</sup> through September 30<sup>th</sup>. The second (2<sup>nd</sup>) bid shall occur in the month of September each year for the six (6) month period of on or about October 1<sup>st</sup> through March 31<sup>st</sup>.

Awarding of the bid shall be approved by the Sheriff consistent with 15.3 and Article 5.

### **15.4 Sergeants and Corporals**

15.4.a Highway Patrol Sergeants may submit a request to the Sheriff for a change in shift, days off and/or work location.

15.4.b The Sheriff shall have the sole authority to make such changes.

15.4.c The decision of the Sheriff in such matters is final and not subject to the grievance procedure.

### **15.5 Mandatory Overtime**

15.5.a Where there are three (3) calendar days or more notice for overtime, it will be posted to provide all employees, except as set forth herein and below, the opportunity to sign up voluntarily for the overtime. The overtime will be granted in order of seniority. In the event there is an insufficient number of volunteers to fill the overtime, all employees, except as set forth herein and below, shall be subject to mandatory overtime based on the inverse order of seniority. Where there are less than three (3) calendar days' notice for overtime, a canvass of employees shall be conducted for a volunteer, in order of seniority. In the event there is an insufficient number of volunteers to fill the overtime, all employees, except as set forth herein and below, shall be mandated in the inverse order of seniority. An

employee assigned to a special detail shall not be eligible to sign up for voluntary overtime, or be subject to be mandated to work overtime, (e.g., DEA assignment, narcotics investigations.)

15.5.b Employees who have been assigned mandatory overtime shall not be required to work an additional overtime shift within twenty-four (24) hours of the completed overtime shift.

15.5.c Employees shall not be required to work more than eight (8) hours overtime on their day off.

15.5.d Employees using leave accruals (vacation, personal, holiday, comp, sick) will not be eligible for any overtime hours overlapping their hours taken off.

15.5.e Employees already approved for any leave accruals (vacation, personal, holiday, comp, sick) shall not be assigned mandatory overtime for the calendar day in which the accruals were approved.

15.5.f The procedures for conducting overtime recalls will be determined by the Sheriff.

## **15.6 Mileage**

15.6.a Unit employees who are required to use their personal vehicle for Sheriff's Office business will be reimbursed for mileage if the use is approved in advance. Such monies are to be paid to the employee in accordance with the County travel reimbursement policy.

## **ARTICLE 16**

### **HOLIDAYS**

## **16.1 Specified Holidays**

16.1.a Bargaining unit employees appointed to a position having a regularly scheduled work week of twenty (20) or more hours a week, and whose regular schedule does not include working on holidays, will be granted the following holidays off with pay, except those employees attending the police academy:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day



9. Columbus Day
10. Election Day
11. Veterans' Day
12. Thanksgiving Day
13. Christmas Day

16.1.b The Sheriff will post a list each year showing the calendar days the above holidays will be celebrated.

16.1.c Employees attending the police academy will be granted holidays in accordance with the holidays observed by the academy. Official holidays of the Sheriff's Office, not observed by the academy, will be compensated for at straight-time pay or straight-time off at the discretion of the Sheriff.

## **16.2 Earned Time In Lieu of Holidays**

16.2.a In lieu of time off on the above holidays, Highway Patrol personnel whose regular schedule includes working on holidays shall earn one (1) day of leave per month.

16.2.b Compensation for the leave earned under this Article shall be made within one (1) month of the time the leave is earned and shall be either straight-time pay or straight-time off at the discretion of the Sheriff provided, however, that an employee may elect to accumulate the leave during the calendar year for use during the calendar year. Leave not used by December 1st shall be paid at the employee's straight time rate in the first (1<sup>st</sup>) pay date in December. For the purpose of this Article, an earned day taken as time off shall be treated as a holiday.

## **16.3 Holiday Pay Qualifications**

16.3.a To qualify for holiday pay, employees must have worked their regularly scheduled shift immediately preceding or immediately following, the holiday. Authorized and scheduled vacation, sick leave and bereavement leave shall be considered as days worked for the purpose of holiday pay.

16.3.b The use of sick leave immediately preceding, or immediately following, a holiday may require substantiation by medical certification, if requested by the Sheriff.

## **16.4 Holiday Double-Time Pay**

16.4.a If an employee has a regularly scheduled workweek which includes working holidays, the employee will be compensated at the rate of two (2) times the employee's normal hourly rate for all time worked beyond the regular eight (8) hour day as follows:

- 1) On the actual "calendar" holiday of New Year's Day, July 4th, Thanksgiving and Christmas.
- 2) On the scheduled holiday of the Sheriff's list for all other holidays.

16.4.b For the purpose of this Article, the normal shift schedule shall prevail for considering the holiday period (e.g., shifts scheduled 12 midnight to 8:00 a.m., 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12 midnight and all other shifts shall be considered totally within or totally without the holiday period depending on what day the majority of the shift is scheduled).

## ARTICLE 17

### VACATION

#### 17.1 Vacation Earned

17.1.a Full-time employees will be granted vacation leave in accordance with 17.2 - Vacation Schedule.

17.1.b Full-time employees will earn vacation credit each pay period, and on their yearly anniversary date, as shown in 17.2 - Vacation Schedule.

17.1.c New employees will begin to accrue vacation credit during their first full pay period. They may not use vacation time until they have completed six (6) months of continuous service. Accrued but unused vacation time shall have no cash value until an employee has completed six (6) months of continuous service from date of hire.

#### 17.2 Vacation Schedule

Completed Years of <u>Continuous</u> <u>Service</u>	<u>Earned Credit</u> <u>Each Pay Period</u> (Hours)	<u>Extra Hours</u> <u>Earned On Yearly</u> <u>Anniversary</u> (Hours)	<u>Total Earned</u> <u>Vacation</u>	
			(Hours)	(Days)
Less than 1	3.0	0	0	0
1	3.0	2	80	10
2	3.0	2	80	10
3	3.0	2	80	10
4	3.0	2	80	10
5	4.5	3	120	15
6	4.5	11	128	16
7	5.0	6	136	17
8	5.5	1	144	18
9	6.0	9	152	19
10	6.0	4	160	20
11	6.0	12	168	21
12	6.5	7	176	22
13	7.0	2	184	23
14	7.0	10	192	24
15 & Over	7.5	5	200	25

### **17.3 Vacation Requests**

- 17.3.a Vacation requests will be ranked on the basis of Bureau seniority and will be approved or disapproved based on the operating needs of the Sheriff's Office, by Bureau and shift.
- 17.3.b Vacation requests for the period of April 1<sup>st</sup> through September 30<sup>th</sup> must be received by March 15<sup>th</sup>. Vacation requests for the period of October 1<sup>st</sup> through March 31<sup>st</sup> must be received by September 15<sup>th</sup>.
- 17.3.c Vacation requests received after the above deadlines will be honored on a first-come, first-served basis, with final approval being made by the Sheriff.
- 17.3.d Vacation will be limited to two (2) weeks during the months of July and August, unless special approval is given by the Sheriff.

### **17.4 Vacation - Accrual**

- 17.4.a Vacation may be accrued to a maximum of forty (40) days, (e.g., three hundred and twenty [320] hours).
- 17.4.b Payment for accrued vacation at the time of termination is limited to a total of thirty (30) days, (e.g., two hundred and forty [240] hours).

### **17.5 Vacation - General**

- 17.5.a Vacation cannot be used before it is earned.
- 17.5.b Vacation may be taken in two (2) hour segments, provided this does not interfere with Sheriff's Office operation and overtime pay is not required.
- 17.5.c Vacations which have been authorized and scheduled shall not normally be cancelled, except by mutual agreement between the employee and the Sheriff. Cancellation of scheduled vacations may occur if an emergency is declared by the Sheriff.
- 17.5.d Employees may obtain their vacation pay in the last paycheck prior to the effective date of their vacation, provided the employee notifies the Sheriff's Office accountant thirty (30) calendar days prior to the pay date on which the vacation pay is required.
- 17.5.e Based on the operational needs of the Sheriff's Office, the Sheriff may, with the mutual consent of the employee, buy back earned vacation from the employee at the current straight time rate of the employee. The decision to do so is entirely at the discretion of the Sheriff.

**ARTICLE 18**  
**LEAVES WITH PAY**

**18.1 General**

- 18.1.a Bargaining unit employees may be absent from work without loss of salary in accordance with the rules set forth below.
- 18.1.b In the following sections, allotted days for an employee's absence from work are based on full-time employment. Employees working twenty (20) or more hours, but less than forty (40) hours per week, will be allotted leave on a pro-rated basis.
- 18.1.c Temporary employees and part-time employees working less than twenty (20) hours per week will not be credited with any earned leave.

**18.2 Sick Leave**

- 18.2.a Full-time employees will earn sick leave at the rate of four (4) hours per pay period while actively employed.
- 18.2.b Employees may accumulate sick leave up to a maximum of two thousand (2,000) hours.
- 18.2.c Sick leave may be used when employees are sick and unable to perform their normal duties.
- 18.2.d To be entitled to paid sick leave, employees must be sick and unable to perform their normal duties and notify their Bureau Captain, the Undersheriff or a designee at least three (3) hours prior to the start of their shift, except in emergency situations.
- 18.2.e The Sheriff may require medical certification when it is determined that a pattern of sick leave abuse has occurred and the employee has been so notified in writing. A pattern of abuse shall be defined as a systematic usage of sick leave by an employee. Medical certification will be obtained by the employee at his/her own expense. The Sheriff may require an employee to be examined by a designated physician at the Sheriff's Office expense.
- 18.2.f Use of paid sick leave may be denied by the Sheriff where it is determined that the employee was not actually sick, proper notification was not timely received or a pattern of sick leave abuse has occurred and no appropriate medical certification has been provided to the Sheriff as required in 18.2(e).
- 18.2.g After three (3) consecutive sick days, employees must notify their Bureau Captain or the Undersheriff before returning to work.
- 18.2.h Abuse of sick leave privileges will be grounds for disciplinary action.

### **18.3 Bereavement Leave**

18.3.a Employees will be granted up to five (5) days leave for bereavement when a death occurs in the employee's immediate family.

18.3.b Immediate family is defined as husband, wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents, grandchildren or any other member of the employee's immediate household.

### **18.4 Military Leave**

18.4.a A leave of absence with pay, for a period of time not to exceed thirty (30) calendar days in any military fiscal year, (e.g., October to October for National Guard Duty) shall be granted to any employee ordered into military service pursuant to Sections 242 and 243 of the Military Laws of the State of New York.

### **18.5 Court Appearance**

18.5.a When an employee is required to appear in court as a result and consequence of their employment, the time required may be used without loss of pay or leave credit.

18.5.b To qualify for the above, all situations requiring a court appearance by an employee must be reported to the Sheriff immediately upon receipt of the subpoena or other notice requiring the court appearance. A copy of the subpoena or notice shall be forwarded to the Sheriff.

18.5.c Following the court appearance, the employee shall submit evidence of court attendance to the Sheriff.

### **18.6 Personal Leave**

18.6.a Each January 1<sup>st</sup>, employees shall be granted five (5) days annually for personal leave. Employees shall give as much advance notice of requests for personal leave as is practicable under the circumstances and such requests shall be granted absent an emergency provided, however, that no more than (1) employee per shift may be absent on personal leave at the same time unless the Sheriff or his designee elects to grant more than one employee personal leave. Personal leave may be used in one (1) hour increments or greater.

18.6.b Any unused personal leave shall be added to the employee's sick leave accumulation for use and liquidation pursuant to the terms of this Agreement.

## ARTICLE 19

### LEAVE WITHOUT PAY

#### **19.1 Leave of Absence**

- 19.1.a The Sheriff may grant to an employee a leave of absence without pay for a period not to exceed one (1) year for the reasons set forth below. In some situations, the amount of leave, if granted, will be for less than one (1) year.
- 19.1.b In unusual circumstances, the leave of absence may be extended an additional year at the discretion of the Sheriff.
- 19.1.c Requests for an unpaid leave of absence shall be in writing and directed to the Sheriff.
- 19.1.d Leaves of absence granted by the Sheriff shall be in writing, directed to the employee making the request, and with a copy to the PBA President for notification.
- 19.1.e During any leave of absence without pay, employees will not be entitled to any fringe benefits nor will they accrue seniority or longevity credits.

#### **19.2 Illness or Disability**

- 19.2.a A leave of absence may be granted to an employee for illness or disability.
- 19.2.b Verification of the illness or disability and its expected duration must be obtained from a physician by the employee at his/her expense.
- 19.2.c The Sheriff may require verification of the illness or disability by having the employee examined by a designated physician at the Sheriff's Office expense.

#### **19.3 Childrearing**

- 19.3.a Upon termination of pregnancy, and the period of disability related thereto, the Sheriff may grant a leave of absence for a reasonable period of time.
- 19.3.b In the case of an employee who ceases to be disabled from the performance of his/her duties within three (3) to four (4) weeks following childbirth, a "reasonable period of time" shall be defined as six (6) months. For an employee who continues to be disabled for four (4) months following childbirth, a leave of absence for three (3) months shall be reasonable. Except in a case of continuing disability, any leave of absence beyond a seven (7) month period following childbirth shall be granted solely at the discretion of the Sheriff.
- 19.3.c Male employees will be given equal consideration for leaves of absence relating to childrearing purposes.

## **19.4 Adoption**

19.4.a In cases of legal adoption under Article 7 of the Domestic Relations Law, a leave of absence without pay may be granted for childrearing purposes, when the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order of adoption being made. In such cases, leave for childrearing purposes may be granted for six (6) months commencing from the date the adoptive child begins actual full-time residence with the adoptive parents.

19.4.b Leave beyond six (6) months may be granted solely at the discretion of the Sheriff.

## **19.5 Education**

19.5.a A leave of absence without pay may be granted for the purpose of job-related education at a recognized institution of learning.

# **ARTICLE 20**

## **RETIREMENT PLANS**

**20.1** The Employers will offer all unit employees the following retirement plan based on eligibility:

20.1.a New York State Retirement System Plan — Article 14-B

1. Twenty (20) year retirement plan with additional 1/60<sup>th</sup> (Sheriff's Service) under the New York State Retirement and Social Security Law.

# **ARTICLE 21**

## **HEALTH INSURANCE**

### **21.1 General**

21.1.a The Employers will provide the following medical benefits, or equivalent, for full-time employees appointed to a permanent position.

21.1.b Part-time employees working twenty (20) or more hours a week will be eligible for coverage on a pro-rated basis.

21.1.c Temporary and part-time employees working less than twenty (20) hours a week are not eligible for insurance coverage.

## 21.2 Health Insurance

### 21.2.a Employer Sponsored Plan

For employees under age 65:

Premium Cost:

	<b><u>Employer Portion</u></b>	<b><u>Employee Portion</u></b>
<b>Employee</b>	<b>80%</b>	<b>20%</b>
<b>Employee Dependents</b>	<b>80%</b>	<b>20%</b>

Employees hired after July 14, 2015 shall pay twenty-five percent (25%) of the premium cost of the chosen coverage, and the Employer's portion of the premium cost shall be seventy-five percent (75%).

Note: Employees age sixty-five (65) and older may elect coverage for themselves, and their dependents, under the Employer sponsored insurance plan. The Employers will pay an amount equal to the above premium cost. The employee will pay any additional amount of the premium cost.

## 21.3 Reservation of Rights

21.3.a Notwithstanding 21.1 and 21.2 above, the County reserves the right to change insurance carriers or to become self-insured if it deems necessary. The County agrees to provide no less than the benefit levels and will use its best efforts to provide the same provider networks in the existing CDPHP plan for employee eligible for that plan. Although there is no new entrance into the NYSHIP plan, the County agrees to provide no less than the benefit level of that plan for the grandfathered enrollees.

In the event the County is to consider an alternative health coverage plan, the County agrees to consult with the PBA in respect to the proposed plan. If the PBA does not agree that the proposed change provides equal benefits to the existing CDPHP plan or NYSHIP plan as applicable, the parties shall meet to discuss and work to resolve the issue(s). After that meeting, if there continues to be a dispute regarding whether the benefits of the new plan are equal to the CDPHP benefits, that dispute shall be subject to an expedited Mediation-Arbitration process which shall be limited to two (2) days and must be resolved prior to open enrollment. The Mediator-Arbitrator will be mutually agreed upon by the County and the PBA. The decision of the Mediator-Arbitrator will be binding.

The County will keep the PBA informed throughout any process of developing a self-insured plan.

Notwithstanding the above language, the County may develop and implement a high-deductible plan(s) of its choosing as a voluntary employee alternative to the current plan.



#### **21.4 Dental Insurance**

21.4.a The Employers will pay a maximum amount of seventy-two dollars and sixty-nine cents (\$72.69) annual premium per eligible employee for the plans sponsored by the Employers.

21.4.b Employees will pay an additional amount of the premium cost.

21.4.c Employees may elect coverage under the enhanced individual dental plan.

#### **21.5 Optical Plan**

21.5.a The Employers will provide an optical plan in which the benefits are equal to the Employee Benefits Fund.

#### **21.6 Retiree Insurance**

21.6.a Eligible employees retiring under the provisions of Article 20 may elect to enroll in a health insurance plan that is available to retirees.

21.6.b The above employees will have their accumulated sick leave, multiplied by their rate of pay, credited to them.

21.6.c The amount calculated above will be used by the Employers to make premium payments directly to the insurance carrier on behalf of the retiree.

21.6.d The employee shall be responsible for making timely payments of the remainder of the premium amount to the insurance carrier.

#### **21.7 Supplemental Salary Contribution Plan**

21.7.a Eligibility and conditions are contained in the plan details.

21.7.b The plan provides for the continuation of eligible employees' salaries not to exceed two hundred ninety dollars (\$290.00) per week commencing on the eighth (8th) day of disability.

21.7.c Employees will contribute one dollar (\$1.00) per pay period through payroll deduction.

#### **21.8 Insurance Committee**

21.8.a The PBA and Employers will establish a Joint Committee to monitor the cost of insurance premiums. If necessary, the Joint Committee will make recommendations to modify benefits and make adjustments in the deductible or co-payment amounts to offset inflationary increases in the premiums.

21.8.b It is agreed that the Employers shall not be solely responsible for inflationary increases in premium costs of health insurance.

## ARTICLE 22

### MAXIMUM ACCEPTABLE WEIGHT

#### 22.1 Application

22.1.a This Article shall apply only to those employees hired after January 1, 1986.

#### 22.2 Reference

22.2.a Appendix “A” designated as “Rensselaer County Sheriff’s Office Official Weight Chart” is hereby made part of this Agreement. It is the official weight chart for unit employees and consists of two (2) pages.

#### 22.3 General Conditions

22.3.a Appendix “A” specifies the ideal weight, the average weight and the maximum acceptable weight for male and female employees by height category.

22.3.b Employees shall be weighed on or about July 1st and again approximately ninety (90) days thereafter each year. The scale to be used will be supplied and maintained by the Sheriff.

22.3.c At weigh-in, employees shall wear customary underwear, pants/skirt, shirt/blouse and socks. The “Maximum Acceptable Weight” column includes an additional four (4) pounds to compensate for these clothes.

22.3.d Height and weight will be measured without shoes.

22.3.e Employees must be at our under the “Maximum Acceptable Weight” according to their height at each weigh-in.

22.3.f Any employee who exceeds the maximum weight limit shall submit a written weight reduction program to the Sheriff for approval. The Sheriff will require adequate records or other proof of serious participation in the approved weight reduction program by the employee. The employee will be weighed once each six (6) weeks thereafter.

22.3.g An employee who does not show progress towards reaching the maximum weight limit at the six (6) week weigh-in will be subject to a written warning for each violation.

22.3.h Subject to the limitations of 22.1.a, an employee who receives six (6) written warnings will be subject to suspension without pay for thirty (30) days. If the employee has not reached the “Maximum Acceptable Weight” at the end of the suspension period, discharge proceedings will be initiated.

**ARTICLE 23**  
**COMPENSATION**

**23.1 Wages**

23.1.a The attached salary schedules for the years 2018, 2019, 2020, 2021, 2022 and 2023 shall relate to the unit employees.

23.1.b Employees will be paid in accordance with the salary schedules in Appendix “B”.

**23.2 Longevity**

<b><u>Years of Service</u></b>	<b><u>1/1/18</u></b>
<b>Starting 7<sup>th</sup> through 10<sup>th</sup></b>	\$ 755.00
<b>Starting 11<sup>th</sup> through 14<sup>th</sup></b>	\$1,255.00
<b>Starting 15<sup>th</sup> through 18<sup>th</sup></b>	\$1,605.00
<b>Starting 19<sup>th</sup> through 24<sup>th</sup></b>	\$2,105.00
<b>Starting 25<sup>th</sup> and beyond</b>	\$2,405.00

Longevity shall be paid in a lump sum in a separate check issued on the first (1st) pay date in January of each year. Employee’s start dates are their date of hire with the Sheriff’s Office.

**23.3 Shift Differential**

23.3.a Employees assigned to work the “A” line and/or the “C” line will receive an additional fifty cents (\$.50) per hour shift differential.

**23.4 EMT Certification Stipend**

23.4.a Employees holding EMT certification shall receive a stipend in the following amounts payable in a separate check on the first (1<sup>st</sup>) pay date in January each year.

1/1/18  
\$1,300.00

23.4.b Proof of EMT certification is required by the Employers.

**23.5 Education Stipend**

23.5.a Employees having either an Associate’s degree or a Bachelor’s degree shall receive a stipend in the following amounts payable in a separate check on the first (1<sup>st</sup>) pay date in January each year.

	<u>1/1/18</u>
Associate’s Degree	\$385.00
Bachelor’s Degree	\$685.00

23.5.b Each employee shall receive only one (1) stipend to be based on the highest degree obtained. Proof of degree may be required by the Employers.

**23.6 Overtime**

23.6.a Employees authorized to work overtime will be paid at the rate of one and one-half times (1.5x) their regular base rate of pay for that time worked beyond forty (40) hours a week.

23.6.b Overtime compensation will be included in the paycheck for the pay period following the pay period in which the overtime was worked.

23.6.c At the employee’s option, overtime may be paid in compensatory time at the rate of one and one-half times (1.5x) the hours worked.

23.6.d Employees shall give as much advance notice of requests for compensatory time off as is practicable under the circumstances and such requests shall be granted absent an emergency, which for this purpose, shall include a circumstance in which the grant of the request would cause the staffing level to fall below the minimums specified by the Sheriff. Compensatory time may be accumulated during the calendar year, and any compensatory time not used by the end of December in the calendar year in which the compensatory time was earned shall be paid in the first (1<sup>st</sup>) check issued in the following January at the prior year’s rate of pay (e.g., paid in January 2019 at the 2018 rate of pay).

**23.7 Call-In and On-Call Time Pay**

23.7.a An employee recalled to work, including court appearances, after working his/her scheduled shift, and leaving his/her work station or facility will, at the employee’s option, be paid for the time actually worked but shall be guaranteed a minimum of two (2) hours pay if the hours actually worked are fewer than two (2) or be guaranteed a minimum of four (4) hours of work at the applicable rate of pay with obligation to work those hours, as will employees called in to work on scheduled days off, holidays or vacation.

23.7.b Any employee placed on-call by the Sheriff shall receive one (1) hour of pay at the employee’s regular straight time rate for each day or part thereof, the employee is on-call.

### **23.8 Appointments**

23.8.a New employees will receive the starting rate of the position they are assigned to. After satisfactory completion of the eight (8) month probationary period, or eight (8) of the twelve (12) month probationary period, they will receive the grade rate of the position.

23.8.b Current employees earning the grade rate of a position who are appointed to a higher position will receive the starting rate of the position they are appointed to, or their current rate of pay, whichever is higher. After satisfactory completion of the probationary period, they will receive the grade rate of the new position.

### **23.9 Reclassification**

23.9.a If a position is reclassified to a higher title (i.e., a higher rate of pay), an incumbent will immediately receive the starting rate or the grade rate of the reclassified position, whichever is appropriate.

23.9.b If the position is reclassified to a lower title, an incumbent earning the grade rate of the position will continue to receive the rate that existed prior to reclassification, as long as that employee holds that position. Once the position is vacated, following reclassification, the revised salary will apply to future employees in that position.

### **23.10 Demotion**

23.10.a If employees are demoted, their salary will be reduced by an amount equal to the difference in grade rate of their current position and the position to which they are being demoted.

## **ARTICLE 24**

### **GENERAL**

#### **24.1 Statutory Provision**

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

#### **24.2 Separability**

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court or tribunal of competent jurisdiction, such invalidation shall affect only that part or

provision so involved and all other parts and provisions of this Agreement shall remain in full force and effect.

**24.3 Scope of Agreement**

The parties have negotiated fully with respect to terms and conditions of employment and this instrument constitutes the full and complete Agreement between the Employers and the PBA. It concludes all collective bargaining during its duration and terminates all prior agreements and understandings. This Agreement shall supersede any rules, policies or regulations which are contrary or inconsistent with its terms and it may be amended, altered or modified only by mutual consent of the parties.

**24.4 Past Practice**

This Agreement shall represent all employee rights, privileges and benefits granted by the Employers to their employees, and unless specifically and expressly set forth in this Agreement, all rules, regulations, practices and benefits previously granted are not in effect.

**24.5 Addresses**

For the purpose of notification as required under the provisions of this Agreement, the following addresses should be used:

Rensselaer County Executive  
Office of the Executive  
Rensselaer County Office Building  
Troy, New York 12180

Rensselaer County Sheriff  
4000 Main Street  
Troy, New York 12180

President, Rensselaer County Deputy Sheriff's  
Police Benevolent Association  
P.O. Box 285  
Cropseyville, New York 12052-0285

**ARTICLE 25**

**DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE**

**25.1** The parties agree to the Drug and Alcohol Testing Policy and Procedure attached as Appendix "C".

## ARTICLE 26

### SHERIFF'S AUTHORITY

**26.1** The Sheriff has the right to make any job assignment, shift assignment or transfer necessary to maintain the services of the Office.

## ARTICLE 27

### GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

#### **27.1 Intent**

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

The term "Deputy Sheriff" as used herein shall include all sworn members of the Rensselaer County Sheriff's Office.

#### **27.2 Notice of Disability or Need for Medical or Hospital Treatment**

(A) (i) A Deputy Sheriff who alleges to be injured in the performance of duties or who alleges to be taken sick as a result of the performance of duties and who seeks any benefits afforded by Section 207-c shall give written notice to the Sheriff within 48 hours of (1) an incident causing such an injury or sickness which prevents the performance of duties or (2) an incident which causing such injury or sickness which gives rise to a need for medical or hospital care; provided, however, that a Deputy Sheriff taken sick allegedly as the result of performance of duties shall provide such notice as soon as he/she believes that the sickness is the result of the performance of duty, but in no event later than ten (10) calendar days from the time such sickness should have been discovered to have been a result of the performance of duties. In the event of a personal inability to give notice, such notice may be made by another acting on behalf of such Deputy Sheriff. The notice shall also describe the nature of the injury or sickness and the name of the treating physician.

(ii) Any and all accidents incurred in the performance of duty must be reported regardless of whether the deputy sheriff lost time or required/received medical attention.

(B) To aid in the administration of the Section 207-c procedure, the Sheriff may utilize or develop an application form which shall be completed either by a deputy sheriff seeking benefits or, in the event of an inability to do so, by another acting on his/her behalf and which shall be filed with the Sheriff. If filed by someone other than the Deputy Sheriff, the Deputy Sheriff shall countersign the form when able to do so. The information on the form shall be sworn to by the

Deputy Sheriff or person filing the form and contain a statement that its content is true and subject to the penalties of perjury.

(C) The failure to satisfy any time limits specified above shall render a notice or filing untimely and shall preclude an award of any benefits pursuant to GML Section 207-c, provided, however, that the Sheriff shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

### **27.3 Status Pending Determination of Eligibility for Benefits**

(A) In the event a Deputy Sheriff asserts an inability to perform duties, he/she shall be placed on sick leave until such time as it is determined whether he/she is eligible for the benefits of GML Section 207-c.

(B) In the case of any employee who has no sick leave time accrued to his/her credit, the employee may utilize any other paid leave accruals existing to his/her credit and then be placed on unpaid leave until such time as a determination is made pursuant to 27.4 below.

(C) In the event that an employee is found to be eligible for GML Section 207-c benefits, the employee will have all sick or other leave credits restored.

### **27.4 Benefit Determinations**

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

(A) An individual seeking benefits under Section 207-c must prove by substantial evidence his/her entitlement to them. The Sheriff shall promptly review an application timely made and any other pertinent information, documents or evidence available. In reaching his/her determination in each case, the Sheriff may consider relevant arbitral and/or judicial decisions as well as any other information which may be available. Should the Sheriff determine that the Deputy Sheriff was injured in the performance of duty or that the Deputy Sheriff was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Sheriff shall, pursuant to Section 207-c, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased, and shall insure that the County, through the health insurance provided to the Deputy Sheriff, will be responsible for the cost of medical care associated with such injury or illness. It is understood that any amounts not otherwise covered by the health insurance carrier will be paid or reimbursed, as necessary, by the County. A written notice of such determination by the Sheriff shall be provided to the Deputy Sheriff and placed in the Deputy Sheriff's personnel file.

(B) The payment of full salary or wages may be discontinued as expressly provided by Section 207-c. A review of eligibility for the continuation of benefits may occur after an assessment of the medical condition of a Deputy Sheriff or other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment, as the case may be.



(C) In the event a question arises as to either initial eligibility for benefits, or the continuation of benefits once awarded, the following procedure shall apply:

(i) The Sheriff shall promptly inquire into the fact(s) surrounding the matter at issue. A Deputy Sheriff may be required to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for benefits, the Sheriff shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the Deputy Sheriff.

The burden of proving eligibility for Section 207-c benefits shall be upon the Deputy Sheriff applying for same.

The applicant must prove by substantial evidence his/her entitlement to benefits. A Deputy Sheriff or his/her representative may produce any document, sworn statement or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Sheriff shall have the authority to employ medical specialists and other appropriate individuals, may at reasonable time and at reasonable notice require the attendance of the Deputy Sheriff or any witness to an incident to secure information; may require the Deputy Sheriff to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this Procedure including, but not limited to, requiring the Deputy Sheriff to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness.

All medical examinations directed by the Sheriff, pursuant to this section shall be at the expense of the Employers.

(ii) The Sheriff shall make a determination as to initial or continued eligibility for benefits based upon any information collected or obtained pursuant to this process. Each case shall be determined by the Sheriff based upon the facts and circumstances of the particular case. In reaching his/her determination in each case, the Sheriff may consider relevant arbitral and/or judicial decisions as well as any other information which may be available. A Deputy Sheriff shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon written request of a Deputy Sheriff or his/her representative, a copy of any document used by the Sheriff to determine initial or continued eligibility for any benefits afforded by Section 207-c shall be made available. In the event a Deputy Sheriff is adversely affected by a determination, he/she may request a hearing in accordance with Section 6 of this Procedure.

(D) Any determination made pursuant to 27.4 shall be rendered within fifteen (15) working days, provided the requisite medical information is timely provided to the Sheriff.

## **27.5 Assignment to Light Duty**

As authorized by the provisions of subdivision 3 of Section 207-c, the Sheriff may assign a disabled Deputy Sheriff specified light duty, consistent with his/her status as a Deputy Sheriff. The Sheriff, prior to making a light duty assignment, shall advise the Deputy Sheriff receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a Deputy Sheriff may submit to the Sheriff any document or other evidence in

regard to the extent of his/her disability. The Sheriff may cause a medical examination or examinations of the Deputy Sheriff to be made at the expense of the Employers. If the Sheriff causes a medical examination of the Deputy Sheriff to be made, the physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Deputy Sheriff to perform those certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment, if any, of the Deputy Sheriff's ability to perform a proposed light duty assignment, and any other pertinent information, including relevant arbitral and/or judicial decisions, the Sheriff may make a light duty assignment consistent with medical opinion, if any, and such other information as he/she may possess. Pursuant to Section 207-c, if the Deputy Sheriff refuses to perform the designated light duty assignment, his/her Section 207-c benefit shall be discontinued. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to 27.6 below.

Nothing contained in 27.5 shall require the Sheriff's Office to create light duty assignments.

## **27.6 Appeal of Adverse Final Determinations**

In the event that a deputy sheriff disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, the Deputy Sheriff, within ten (10) calendar days of the receipt of the determination shall present to the Sheriff, a written demand for arbitration. Compliance with the steps and timeframes specified in this procedure shall be a condition precedent to arbitration.

A hearing shall be held within thirty (30) calendar days from the date of the request. The arbitrator shall be selected from the panel of individuals specified in 10.3.b of this Agreement. If none of those individuals is able to schedule a hearing within the time period specified, and if the parties cannot agree upon a different arbitrator, then the arbitrator will be selected from a list provided by the New York State Public Employment Relations Board (PERB) in accordance with Article 7.

The arbitrator will be bound by the determination of the Sheriff unless he/she finds that the Sheriff's determination is not supported by a preponderance of the evidence. It is the parties' intention that the arbitrator is not to review the Sheriff's determination de novo, or substitute his/her judgment for that of the Sheriff's. The parties' intent is that the Sheriff's determination is to be sustained unless the arbitrator finds that the Sheriff's determination is not supported by a preponderance of the evidence. It is further the intention of the parties that each case is to be reviewed individually by the arbitrator and that the Sheriff's utilization of relevant arbitral and/or judicial decisions in reaching his/her determination in each case is appropriate. The decision of the arbitrator shall be final and binding. The arbitrator's fee shall be shared equally by and between the parties.

A determination made by any officer, agency, board or court regarding the existence of a disability or its intent or regarding an entitlement to any other statutory benefit because of a Deputy Sheriff's disability, may be noticed by, but shall not be controlling upon the arbitrator. The parties

acknowledge and agree that the criteria for benefits under Section 207-c is different from criteria for qualification for other statutory benefit systems.

**27.7**

With respect to the provisions of this Procedure, any Deputy Sheriff who fails to abide by a reasonable request made pursuant to this Procedure shall be deemed to have waived his/her right to such benefits. If the employee wishes to challenge a decision made pursuant to 27.7, he/she may do so pursuant to 27.6 above.

In the event the Sheriff deems it in the best interest of the parties, he/she may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of Section 63 of the New York State Retirement and Social Security Law. 27.6 above applies, likewise, to such Sheriff’s Office action.

In the event that a disability retirement is granted, benefits pursuant to GML Section 207-c and this procedure shall cease.

**27.8 Continuation of Contract Benefits**

While on leave pursuant to GML Section 207-c, a Deputy Sheriff shall receive any contractual negotiated wage increases, and all insurance benefits, but shall receive no other contractual fringe benefits.

In the event that the Deputy Sheriff is assigned to specific light duties pursuant to 27.5 above, the Deputy Sheriff shall then be entitled to all contractual fringe benefits, such as vacation and sick leave accruals.

**ARTICLE 28**

**REIMBURSEMENT OF TRAINING COSTS**

**28.1 Reimbursement of Costs**

28.1.a If an employee voluntarily separates from the Sheriff’s Office within three (3) years after basic training has been completed, the employee shall, on demand, reimburse the Employers for all costs, as defined below, paid by the Employers during or in conjunction with the unit employee’s basic training, according to the following pro-rated schedule:

<b><u>Length of Employment After Completion of Training of Expenses</u></b>	<b><u>% Reimbursement of Expenses</u></b>
Up to 1 year	100%
1 to 2 years	60%
2 to 3 years	35%

## **28.2 Reimbursable Costs**

28.2.a Costs of training include wages above the statutory minimum wage, any reimbursement to an employee for the cost of lodging, meals, books or tuition and payment made by the Employers to a third (3<sup>rd</sup>) party for the training costs available to the employee during the time of training and uniforms and soft body armor.

## **28.3 Voluntary Separation**

28.3.a A voluntary separation shall include a provoked discharge, which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of this Article of this Agreement. Should an employee separate from service prior to completion of the length of employment required by this Article of this Agreement, the Employers may present the individual with a demand for payment of any monies due and owing to the Employers. Should it be necessary for the Employers to initiate litigation in order to secure reimbursement, the individual responsible for reimbursement shall in addition reimburse the Employers for the legal expenses associated with the proceeding.

## **28.4 Notice to Applicants**

28.4.a A copy of this Agreement shall be provided to all individuals interviewed for employment with the Employers, for which they will sign for as read, understood and received. However, this Article does not nullify the responsibilities of the employee to comply with this Article. Actions taken under this Article of this Agreement shall not be arbitrable.

# **ARTICLE 29**

## **TERM OF AGREEMENT**

This **AGREEMENT** is made and entered into by and between the Rensselaer County Sheriff and the County of Rensselaer as Joint Employers, and the Rensselaer County Deputy Sheriff's Police Benevolent Association.

The term of this Agreement shall be six (6) years, and shall extend from January 1, 2018 to and including December 31, 2023 and thereafter from year to year unless either party gives notice to the other party, in writing, on or before August 1<sup>st</sup> in the year this Agreement terminates or August 1<sup>st</sup> of any subsequent year thereafter, of its desire to terminate or modify the provisions of this Agreement.

21st IN WITNESS THEREOF, the parties hereto have hereon set their hands and seals this day of NOVEMBER, 2022.

**FOR THE COUNTY OF RENSSELAER**

By:   
STEVEN F. McLAUGHLIN

Dated: 11/21/22

**FOR THE SHERIFF  
OF THE COUNTY OF RENSSELAER**

By:   
PATRICK A. RUSSO

Dated: 11/21/22

**FOR THE RENSSELAER COUNTY DEPUTY SHERIFF'S  
POLICE BENEVOLENT ASSOCIATION**

By:   
BRIAN NIKLES

Dated: 11/21/22

**APPENDIX “A”**

**OFFICIAL WEIGHT CHART**

**RENSSELAER COUNTY SHERIFF’S OFFICE**

The following table is for **MALES** only

<b><u>HEIGHT</u></b>	<b><u>IDEAL WEIGHT</u></b>	<b><u>AVERAGE WEIGHT</u></b>	<b><u>MAXIMUM WEIGHT</u></b>
5 ft - 0 in	118	131	155
5 ft - 1 in	121	134	159
5 ft - 2 in	123	137	163
5 ft - 3 in	127	141	166
5 ft - 4 in	130	145	171
5 ft - 5 in	134	149	175
5 ft - 6 in	138	153	180
5 ft - 7 in	141	157	186
5 ft - 8 in	145	161	189
5 ft - 9 in	146	165	194
5 ft -10 in	153	170	200
5 ft -11 in	157	174	204
6 ft - 0 in	161	179	219
6 ft - 1 in	165	183	223
6 ft - 2 in	169	188	229
6 ft - 3 in	174	193	235
6 ft - 4 in	179	199	242
6 ft - 5 in	184	204	248
6 ft - 6 in	189	210	255

The maximum weight column includes four (4) pounds allowance for underwear, pants/shirts, shirt and socks.

Height and weight will be measured without shoes. Refer to Article 22.

**APPENDIX “A”**

**OFFICIAL WEIGHT CHART**

**RENSSELAER COUNTY SHERIFF’S OFFICE**

The following table is for **FEMALES** only

<b><u>HEIGHT</u></b>	<b><u>IDEAL WEIGHT</u></b>	<b><u>AVERAGE WEIGHT</u></b>	<b><u>MAXIMUM WEIGHT</u></b>
4 ft - 8 in	100	111	138
4 ft - 9 in	102	113	140
4 ft - 10 in	104	115	142
4 ft - 11 in	105	117	144
5 ft - 0 in	108	120	148
5 ft - 1 in	111	123	153
5 ft - 2 in	113	126	155
5 ft - 3 in	116	129	159
5 ft - 4 in	119	132	162
5 ft - 5 in	122	135	166
5 ft - 6 in	125	139	171
5 ft -7 in	128	142	174
5 ft - 8 in	131	146	179
5 ft - 9 in	135	150	184
5 ft - 10 in	139	154	189
5 ft - 11 in	143	159	195
6 ft - 0 in	148	164	201

The maximum weight column includes four (4) pounds allowance for underwear, pants/skirts, shirt/blouse and socks.

Height and weight will be measured without shoes. Refer to Article 22.

**APPENDIX “B”**

January 1, 2018 – December 31, 2023 Salary Schedules

**Deputy Sheriff**

	Effective 1/1/18	Effective 1/1/19 (+0.0%) (Start 1/1/19)	Effective 6/7/19 (+\$6,500)	Effective 6/12/19 (+1.5%)	Effective 1/1/20 (+1.5%)	Effective 1/1/21 (+1.5%)	Effective 1/1/22 (+1.75%)	Effective 1/1/23 (+2.0%)
Start	\$44,331	\$44,331	\$50,831	\$51,593	\$52,367	\$53,153	\$54,083	\$55,165
After 1 year	\$46,802	\$46,802	\$53,302	\$54,102	\$54,914	\$55,738	\$56,713	\$57,847
After 2 years	\$49,905	\$49,905	\$56,405	\$57,251	\$58,110	\$58,982	\$60,014	\$61,214
After 3 years	\$52,526	\$52,526	\$59,026	\$59,911	\$60,810	\$61,722	\$62,802	\$64,058
After 4 years	\$55,148	\$55,148	\$61,648	\$62,573	\$63,512	\$64,465	\$65,593	\$66,905
After 5 years	\$57,770	\$57,770	\$64,270	\$65,234	\$66,213	\$67,206	\$68,382	\$69,750
After 6 years	\$60,304	\$60,304	\$66,804	\$67,806	\$68,823	\$69,855	\$71,077	\$72,499

**Deputy Sheriff Sergeant**

	Effective 1/1/18	Effective 1/1/19 (+0.0%) (Start 1/1/19)	Effective 6/7/19 (+\$8,250)	Effective 6/12/19 (+1.5%)	Effective 1/1/20 (+1.5%)	Effective 1/1/21 (+1.5%)	Effective 1/1/22 (+1.75%)	Effective 1/1/23 (+2.0%)
Start	\$48,616	\$48,616	\$56,866	\$57,719	\$58,585	\$59,464	\$60,505	\$61,715
After 1 year	\$51,085	\$51,085	\$59,335	\$60,225	\$61,128	\$62,045	\$63,131	\$64,394
After 2 years	\$54,189	\$54,189	\$62,439	\$63,376	\$64,327	\$65,292	\$66,435	\$67,764
After 3 years	\$56,809	\$56,809	\$65,059	\$66,035	\$67,026	\$68,031	\$69,222	\$70,606
After 4 years	\$59,434	\$59,434	\$67,684	\$68,699	\$69,729	\$70,775	\$72,014	\$73,454
After 5 years	\$62,055	\$62,055	\$70,305	\$71,360	\$72,430	\$73,516	\$74,803	\$76,299
After 6 years	\$64,587	\$64,587	\$72,837	\$73,930	\$75,039	\$76,165	\$77,498	\$79,048



## APPENDIX “C”

### DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE

#### I. INTRODUCTION

##### A. Background

The Employers and the PBA recognize the importance of a safe, efficient and healthy work environment for all employees represented by the PBA. This means that all covered employees must be able to work in a drug and alcohol free environment.

Due to the particular importance of assuring that police officers are free of the effects of drug and alcohol use, and to assure safe and healthy operations, the Employers and the PBA adopt this testing policy.

##### B. Goals

This Policy is designed to:

1. Protect employees and the public from injury and economic loss caused by employees affected by drugs and alcohol.
2. Help create and maintain an environment that discourages use, possession, and sale of drugs on or off County property.
3. Provide education and training on the effects and indicators of drug and alcohol use.
4. Encourage employees needing assistance to consult the Employee Assistance Program (“EAP”).
5. Provide for disciplinary action procedures and rehabilitation where appropriate for employees who fail verified drug tests.
6. Provide for disciplinary action and rehabilitation programs for employees who fail to pass alcohol tests so that they may qualify for return to duty.

##### C. Scope and Applicability

1. This Policy is intended to provide procedure and protocol for random drug testing pursuant to negotiated agreement, and reasonable suspicion based testing for drugs and alcohol as a policy matter.
2. This Policy is designed to provide for discipline of any covered employee who fails a verified random drug test, or who fails a reasonable suspicion drug or alcohol test.

3. All issues relating to implementation and application of the negotiated random testing procedure shall be subject to grievance and arbitration procedures as may be found in the applicable collective bargaining agreement. This shall not include violations of a last chance agreement as outlined in VIII of this Policy.

4. Participation and compliance with this Policy are a requirement of employment for all covered employees.

**D. Definitions and Discussion**

1. For purposes of this Policy, “prohibited drugs” are defined and limited to the following prohibited substances:

- a) Marijuana
- b) Cocaine
- c) Opiates
- d) Amphetamines
- e) Phencyclidine

**2. Alcohol**

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

**3. Alcohol Misuse**

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

a) No employee shall report for duty or remain on duty while having a blood alcohol concentration of 0.04 or greater. Exceptions to remaining on duty with an alcohol concentration of .04 or greater may be made only on a case by case basis by a supervisor for employees engaged in officially sanctioned undercover operations.

b) Under no circumstances will such police officer be allowed to operate a County or Sheriff’s Office vehicle in violation of New York State driving while intoxicated or driving while ability impaired laws.

c) No employee shall use alcohol within four (4) hours prior to reporting for duty.

d) No employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first (1<sup>st</sup>).

4. “Substance Abuse Professional (SAP)” means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

## **II. EDUCATION AND TRAINING**

A. The Employer or a contract vendor engaged by the Employer will conduct an employee education and training program for all covered employees, consisting of at least sixty (60) minutes of instruction.

B. The education component shall include display and distribution of informational material, including a telephone number for the EAP and copies of this Policy.

C. The training component for covered employees shall include information on the effects and consequences of prohibited drug use on personal health, safety, and work environment, the signs and symptoms that may indicate prohibited drug use, the effect of alcohol misuse on an individual’s health, work, and personal life, signs and symptoms of an alcohol problem (the employee’s or a co-worker’s) and available methods of intervening when an alcohol problem exists, including confrontation, referral to EAP, and/or referral to management.

D. Supervisory employees shall receive at least sixty (60) minutes of additional training on the physical, behavioral, and performance indicators of probable drug use.

E. Records shall be maintained of all education and training conducted. Attendance of employees being trained will be recorded. Attendance is mandatory for all covered employees.

## **III. TESTING FOR PROHIBITED DRUGS AND ALCOHOL**

### **A. Types of Testing Allowed**

1. Analytical testing of urine of covered employees for prohibited drugs and of breath for alcohol misuse shall be conducted as provided by this Policy and as may be required by law. The six testing categories are:

- a) Pre-Employment Testing
- b) Reasonable Suspicion Testing
- c) Post-Accident Testing
- d) Random Testing
- e) Return to Duty Testing
- f) Follow-up Testing

## **B. Testing**

### **1. Pre-Employment Testing**

a) All applicants for employment in or assignment to a covered position, or transfers to such positions or assignments, shall be tested for prohibited drugs.

b) The drug tests required by this section shall be administered only after the applicant is informed in writing that the urine sample being collected will be tested for the five (5) classes of prohibited drugs. Pre-employment testing will be administered as recommended by the Municipal Police Training Council (MPTC),

c) An applicant who fails a drug test shall not be hired for, or assigned to, a covered position.

### **2. Reasonable Suspicion Testing**

a) Covered employees are prohibited from using prohibited drugs or misusing alcohol as described herein. A covered employee who is reasonably suspected by a supervisor of using a prohibited drug or the misuse of alcohol, or both, shall be administered a drug test (urine) or alcohol test (breath) or both, as appropriate. An employee is reasonably suspected of using a prohibited drug or of the misuse of alcohol, or both, when one trained supervisor, or an officer in charge of a shift, who has been trained in the detection of drug use or in the detection of alcohol misuse, makes specific, contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the employee indicating such use or misuse, or both. The person who makes the determination that reasonable suspicion exists to conduct a drug or alcohol test shall not conduct the actual test of the employee.

b) Alcohol testing is authorized only if the observations stated above are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with the restrictions on alcohol use. When a supervisor or an officer in charge of a shift determines that a reasonable suspicion alcohol test should be administered, the employee shall not perform or continue to perform his or her duties until (1) an alcohol test is administered and the employee's alcohol concentration measures less than 0.02, or (2) the start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following the determination that there is reasonable suspicion to believe that the employee has engaged in misuse of alcohol.

### **3. Post-Accident Testing**

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

b) Each covered employee involved in an accident shall be tested for alcohol and drugs if the accident involved the loss of human life or if the employee received a citation under state or local law for a moving traffic violation arising from the accident.

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

d) A post-accident alcohol test shall be administered within eight (8) hours of the accident. A post-accident drug test shall be administered within thirty-two (32) hours following the accident.

#### **4. Random Testing**

a) All covered employees shall be subject to random drug testing.

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

c) The number of random drug tests conducted each year shall be equal to at least fifty percent (50%) of the number of employees subject to random drug testing.

d) Random drug tests are unannounced, and the dates of administering them shall be spread reasonably throughout the calendar year.

e) Each employee who is notified of selection for random drug testing shall proceed to the test site immediately, or, if the employee is on duty at the time of notification, the employee shall leave duty as authorized by competent authority and proceed to the testing site as soon as possible.

f) An employee shall only be tested for alcohol upon reasonable suspicion, or in accordance with a post-accident test. Applicants for covered positions will be tested for drugs, but not for alcohol.

g) As far as possible, covered employees will be sent to testing during regularly scheduled duty hours, however, they may be sent off duty if necessary and paid according to the Agreement, policy or law.

## **5. Return to Duty Testing**

a) Before an employee returns to duty after engaging in alcohol misuse, the employee shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b) If an employee is to be returned to duty after engaging in drug use, the employee shall undergo a return to duty test indicating a verified negative result for drug use. This return to duty test does not apply in cases where a last chance agreement has been violated and a termination decision has been made by the Employers.

## **6. Follow-up Testing**

a) Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up alcohol testing as directed by a SAP.

b) The number and frequency of follow-up tests shall be as directed by the substance abuse professional, and shall consist of at least six tests in the first (1<sup>st</sup>) twelve (12) months following the employee's return to duty.

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

d) Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty.

e) The SAP may terminate the requirement for follow-up testing at any time after the first (1<sup>st</sup>) six (6) tests have been administered if the substance abuse professional determines that such testing is no longer necessary.

f) If, and when, an employee who has tested positive for illegal drugs is allowed to return to full duty, such an employee shall be subject to unannounced follow-up testing for at least twelve (12) months, but not for more than sixty (60) months. The frequency and duration of the follow-up testing will be recommended by a SAP, as long as a minimum of six (6) tests are performed during the first (1<sup>st</sup>) twelve (12) months after the employee has returned to duty. The cost of all follow-up testing shall be paid in full by the Employers.

## **IV. COLLECTION AND ANALYSIS**

A. All collection of urine or breath for random testing shall be performed at a County facility or facilities or at the site of an independent health provider. Employees shall be advised of the location of the testing site during training on alcohol and drugs, and by a supervisor at the time testing is required.

B. The collection site for urine samples will provide a privacy enclosure for urination, a toilet, a suitable, clean, writing surface, and a water source for hand washing which, if practicable, will

be outside the privacy enclosure. Any water source within the privacy enclosure will be secured to prevent its use to adulterate the urine sample.

C. The employee will be assured of privacy during urination except in circumstances where there is evidence that a prior sample was altered, adulterated or tampered with, in which case a retest will be required and privacy will not be assured.

D. The urine specimen must be split and poured into two specimen bottles. This provides the employee with the option of having an analysis of the split sample performed at a separate laboratory if the primary specimen test result is verified positive after an initial screening. A second, confirmatory test is to be accomplished by gas chromatography or mass spectrometry.

E. Urine testing will be conducted at a laboratory certified by the U.S. Department of Health and Human Services (DHHS). No employee of the Employers will be engaged in the testing process.

F. Cutoff levels as established for each drug class by the DHHS shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

G. All drug testing laboratory results will be reviewed by a qualified Medical Review Officer (MRO) to verify and validate test results. A MRO is a licensed physician responsible for receiving laboratory results generated by a drug-testing program that has knowledge of substance abuse disorders and has relevant training and qualifications.

H. The MRO will review and interpret all confirmed positive tests by reviewing the employee's medical history, including any medical records and biomedical information provided, affording the employee a reasonable opportunity to discuss the test result, and will decide whether there is a legitimate medical explanation for the result including legally prescribed medication.

I. The MRO will notify each employee who has a verified positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen at a separate certified laboratory.

J. Upon completion of the MRO's review, the MRO shall report each verified test result to the Employer's designated agent who will immediately notify the Sheriff of the result. Once notified of a verified positive test result, the Sheriff or a person authorized by the Sheriff will remove the employee from duty. Removal from duty will be immediate and will not await the results of any requested retest.

## **V. ALCOHOL TESTING PROCEDURES**

A. Alcohol testing shall be conducted by collection of a breath specimen through the use of an evidential breath-testing device (EBT) that is approved by the National Highway Traffic Safety Administration, or the NYS Division of Criminal Justice Services. The test must be performed by a breath alcohol technician (BAT), who is trained to proficiency in the operation of the EBT being used and in the alcohol testing procedures specified in the regulations.

B. The person who will serve as the BAT will be identified to employees and by a supervisor at the time of selection for an alcohol test.

C. In so far as possible, alcohol tests will be conducted at a site that provides privacy to the individual being tested.

D. Upon arrival at the alcohol collection site, the employee must provide positive identification to the BAT. After testing procedures are explained to the employee, the employee and the BAT must complete, date, and sign the alcohol testing form.

E. **Screening Test**

1. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouth piece for at least six seconds or until an adequate amount of breath has been obtained.

2. Following the screening test, the BAT must show the employee the result displayed on the EBT or a printed result. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to the Employer as a negative test. The employee may then return to his or her duty.

F. **Confirmation Test**

1. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.

2. The confirmation test must be conducted at least fifteen (15) minutes, but not more than twenty (20) minutes, after completion of the initial test. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth, and will be instructed not to belch to the extent possible while awaiting this confirmation test. The confirmation test will be performed whether or not the employee complies with such instructions.

3. The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used.

4. If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.

5. The BAT will transmit all results to the Employer's designated agent in a confidential manner. If the employee must be removed from duty, the BAT will notify the Sheriff and the employee will be removed from duty without delay.

6. Where a reasonable suspicion or post-accident alcohol test indicates an alcohol concentration of .02 percent or more but less than .04 percent, the employee shall not return to duty until at least twenty-four (24) hours after such test.

7. The unauthorized use of alcoholic beverages on duty or in a way that impacts an employee's job duties may violate the Employer's disciplinary policy, workplace rules or statutes.



Violation of any applicable policy or law may subject the covered employee to discipline up to and including termination, to be dealt with in accordance with any applicable collective bargaining agreement.

## **VI. VIOLATIONS**

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

- A. Taking a drug or alcohol test required by this Policy leading to a verified positive result. A verified positive result includes an alcohol test indicating an alcohol concentration of .04 percent or more.
- B. Using alcohol while on duty, unless authorized by competent authority as part of an official undercover investigation.
- C. Using alcohol within eight (8) hours after an accident requiring a post-accident alcohol test or until the employee undergoes a post-accident alcohol test, whichever occurs first.
- D. Refusal to submit to a post-accident alcohol or drug test, a random drug test, a reasonable suspicion alcohol or drug test, a follow-up alcohol or drug test, or any other alcohol or drug test required by this policy.
- E. Failure to produce an adequate urine or breath sample when selected for testing, where such failure is not consistent with a legitimate medical excuse. The burden of establishing a legitimate medical excuse falls on the covered employee.
- F. Altering, adulterating, or tampering with a urine sample or breath sample used in a drug or alcohol test required by this Policy, or otherwise distorting the results of a required drug or alcohol test, or attempting to do any of the following:
- G. Refusal to sign consents or releases in connection with drug or alcohol tests.
- H. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, except for situations authorized by this Policy.
- I. Reporting for duty or remaining on duty when the employee uses any of the drugs prohibited by this Policy, except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the employee's ability to operate safely a County or Sheriff's Office motor vehicle or weapon, and does not adversely affect the employee's ability to carry out the duties of a police officer.
- J. Performing duty within four (4) hours after using alcohol.
- K. Failure to report immediately or in a timely fashion to a drug or alcohol test once notified to do so.
- L. Leaving the scene of an accident without just cause, prior to submitting to a drug or alcohol test.

M. Failure to abide by any or all terms contained in a “last chance” agreement, as outlined in this Policy.

## **VII. CONSEQUENCES**

A. Each employee who commits a violation of this Policy shall be immediately removed from duty. The employee will be allowed to use accumulated leave credits, but will not be allowed to use any sick leave accumulation (bank).

B. Each employee who has committed a violation of this Policy shall be advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

C. Employees who are not subject to termination shall be evaluated by a SAP who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse or drug abuse.

D. Each such employee who is identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be referred to a treatment or rehabilitation program and shall be evaluated by a SAP to determine whether the employee has properly followed and completed such rehabilitation or treatment program.

E. No employee who has violated this Policy shall return to duty unless the employee has followed the recommendations of a SAP including completion of a treatment or rehabilitation program, as certified by such SAP, and has passed a return to duty drug test or alcohol test or both, as specified by the SAP.

F. Any employee who returns to duty after having satisfied the requirements of return to duty testing as found in III (B)(5) of this Policy, shall be subject to follow-up testing as provided in III(B) of this Policy.

G. In addition to the above consequences, an employee who has violated this Policy may be subject to disciplinary action, in accordance with the provisions of New York State Civil Service Law and/or this Agreement, up to and including termination.

## **VIII. CONSEQUENCES OF A POSITIVE DRUG TEST**

A. An employee who has a positive drug test result pursuant to any drug test authorized by this Policy must be immediately removed from full duty. The employee will be placed on administrative leave, and may use accumulated vacation and sick leave time. If the employee exhausts his or her accruals before return to duty testing is successfully completed, unpaid administrative leave will apply. Any employee who has a verified positive drug test result pursuant to any test authorized by this Policy shall surrender his/her agency owned firearm(s) to the Sheriff. The employee will not be allowed to return to full duty until the employee has been evaluated by a SAP. The employee must make an appointment to see a SAP at the EAP provider within five (5) calendar days of being informed by the MRO of a final positive drug test result. Thereafter, the SAP will make a determination as to whether the employee can be returned to full duty, after

consulting with the Sheriff as to the employee's job duties. Depending on the extent of treatment determined necessary by the SAP, and any referral agency, the employee may be placed on sick leave, or may use any other accumulated personal leave time (such as vacation) while under treatment.

B. An employee may be subjected to disciplinary action in accordance with the provisions of the New York State Civil Service Law or this Agreement, whichever is applicable, up to and including termination of employment, provided, however, that an employee who has tested positive shall be afforded the option of entering into a written "last chance" agreement, which shall contain the elements set forth in III (C) of this Policy.

C. In addition, before any employee who has tested positive returns to duty, the employee must undergo and pass a return-to-duty drug test pursuant to III (B)(5) of this Policy with a negative result. Should the employee fulfill all the initial requirements as outlined above and as determined by the EAP SAP, after consultation with the Sheriff, the employee shall be allowed to return to full duty after executing a written "last chance" agreement which shall contain the following elements:

1) A brief review of the circumstances involving the positive test result, the administrative action taken, the fact that the employee sought, and has completed, an initial course of treatment and further agrees to continue participation in the professionally recommended treatment program(s);

2) The employee will agree to execute proper authorization forms to allow all treatment providers permission to communicate with the Sheriff regarding compliance with all recommended treatment programs;

3) The employee agrees, as a condition of continued employment, to submit to follow-up drug testing as set forth in III(B)(6) of this Policy;

4) In the event the employee should test positive for drugs or alcohol in violation of this Policy at any time during this designated follow up period as set forth in III (B)(6), the employee shall be subject to automatic dismissal with no recourse to the contractual grievance procedure, the courts, or any other administrative appeals process, except where EAP recommended compliance, not involving a positive drug test result is alleged; or an issue involving a breach of chain of custody is alleged. Only in cases involving these two (2) exceptions can the employee demand arbitration or hearing in accordance with the contractual grievance process found in the Agreement which covers the employee. In all other cases, the Sheriff shall be the sole and exclusive arbitrator, with final and binding authority, of any disputes that an employee may wish to bring regarding the employee's compliance or non-compliance with the terms and conditions of the "last chance" agreement. Any outside arbitrator, hearing officer or judge hearing a claim regarding any alleged breach of compliance issues defined above shall be bound by the fact that the employee shall have the burden of proof by a preponderance of the evidence. No other collateral issues shall be considered or determined. The outside arbitrator, hearing officer or judge's decision on the grievance can include dismissal of the employee, or a finding of compliance, or any other remedy fashioned by the arbitrator, hearing officer or judge.

5) If the employee elects to enter into a “last chance” agreement, as set forth above, then the Employers agrees that it will not seek any discipline against that employee for having tested positive, and any disciplinary actions that may have been brought against the employee related to a positive test result shall be withdrawn by the Employers.

## **IX. EMPLOYEE RIGHTS**

### **A. Testing and Waiting Time**

All time spent on testing, including reasonable travel time, is paid time under regular pay status, including overtime, if applicable. Employees will be paid while being tested for the time away from duty, or, if their duty assignment has ended, they will be paid up to the time they are released from the testing site.

### **B. Confidentiality**

The Employers shall make every effort to assure confidentiality throughout the testing process and to protect the individual dignity and right to privacy of all covered employees. Personal data regarding the drug testing results and rehabilitation program evaluations will be forwarded only to the Sheriff, and are confidential. Any release of this information to persons other than to the representatives of the Employers referenced in this Policy, or the employee’s supervisor is prohibited without the written permission of the employee tested. The affected employee may request the results of any drug or alcohol test conducted upon them in writing, by requesting such from the Sheriff. The test results may be released to the Sheriff or other law enforcement agency upon their request in conjunction with their investigation of an accident, crime, or internal investigation to any other oversight agency where lawful authority is presented. These releases, where required, may be done without the employee’s consent.

### **C. Employee Assistance Program (EAP)**

The EAP has been established to aid employees in coping with the myriad of personal problems with which they may be confronted, including drug abuse and alcohol misuse, which can affect their job performance. The EAP is always open to all employees and their families who voluntarily seek its assistance, except that the EAP may not be used to avoid the taking of a drug or alcohol test when an employee has been selected for testing under the Policy. An employee who has been selected to take a required drug or alcohol test may not avoid the obligation to take the test by past or future participation in the EAP. Voluntary participation in the EAP is confidential and will not adversely affect an employee’s employment with the Employers.

## **X. QUESTIONS**

A. All questions regarding the policy are to be directed to the Employer’s Director of Human Resources.