



AGREEMENT

BETWEEN

SUFFOLK COUNTY, NEW YORK

AND

SUFFOLK COUNTY CORRECTION OFFICER'S ASSOCIATION

BARGAINING UNIT

#10

January 1, 2011

through

December 31, 2018

IN ACCORDANCE WITH RULINGS OF THE SUFFOLK COUNTY  
PUBLIC EMPLOYMENT RELATIONS BOARD  
THE FOLLOWING CONTRACT BETWEEN  
SUFFOLK COUNTY CORRECTION OFFICER'S ASSOCIATION

BARGAINING UNIT #10

AND

THE COUNTY OF SUFFOLK

FOR THE YEARS 2011 - 2018

HAS BEEN APPROVED BY THE MEMBERS

OF BARGAINING UNIT #10

BY THE COUNTY EXECUTIVE AND BY

RESOLUTION OF THE COUNTY LEGISLATURE

PREFACE

Agreements entered into by the Suffolk County Correction Officer's Association and the County of Suffolk which modify the Agreement must be signed by the President of the Association's Board and the Director of Labor Relations and must be on file in both offices for these Agreements to be binding on both the Association and the County.

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**AGREEMENT** made this 5th day of June, 2015, between Suffolk County, a municipal corporation of the State of New York, having its principal place of business at the Suffolk County Center, Riverhead, New York, as employer (hereinafter referred to as "the County"), and the Suffolk County Correction Officer's Association, said organization being an incorporated association and an organization having as its primary purpose the improvement of terms and conditions of employment of public employees, having its office and principal place of business at 1001 Middle Country Road, Ridge, NY 11961, as an employee organization (hereinafter referred to as "the Association").

**WITNESSETH**

**WHEREAS**, the County has recognized that the Suffolk County Correction Officers Association represents the public employees of the Sheriff's Office of Suffolk County, including Correction Officer I, Correction Officer II, Correction Officer III and Correction Officer IV, Deputy Warden, and all employees in the title of Warden on September 17, 2012 ( "the employees"); and

**WHEREAS**, the Association was, on the 9th day of September, 1985, recognized by the Suffolk County Legislature as the employees' representative for the purpose of collective bargaining; and

**WHEREAS**, the Association has affirmed in writing to the County that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike; and

**WHEREAS**, the parties desire to enter into a collective bargaining agreement setting forth the amount of wages to be paid to the employees and the terms and conditions under which the employees work and perform their duties;

**NOW, THEREFORE**, by reason of the premises and in consideration of the mutual covenants herein, the parties agree as follows:

**1. General Obligation of the Association**

The Association obligates itself for its members and the employees that it, and each of its members and employees, will faithfully perform all of the terms and conditions of this Agreement on their respective parts to be performed.

**2. Recognition: Term**

The County recognizes the Association as the sole and exclusive bargaining agent and representative for the employees of Bargaining Unit #10 and agrees to continue to do so, subject to the orders of the Suffolk County Public Employment Relations Board, courts and any arbitrator acting under this Agreement, for the maximum period permitted pursuant to the provision of Section 208.2 of the Civil Service Law.

**A. Agency Shop** - The County agrees to the Agency Shop provision as per New York State Law, and in addition agrees to an Agency Shop Dues Deduction to be paid directly to the Association.

**B. Legislative Approval Clause**

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

**3. Rights Reserved to the County**

Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the County had prior to the signing of this Agreement are retained by it and remain exclusively and without limitation within the rights of management, which are not subject to grievance procedures or arbitration. This includes the right, power and privilege, subject to Civil Service Law, and to the terms of this Agreement where applicable, to plan, determine, direct and control, or change the nature and extent of all its operations, to promote employees from one classification to another, to transfer and assign employees to places or work as it may elect, to create and abolish positions, and to determine duties, tours of duties and the manner of the performance of duties. It also includes the right to demote, discipline, suspend or discharge employees for cause and to relieve them from their normal duties for any legitimate reason, to introduce new equipment, methods or facilities or change existing methods, and to make and enforce rules and to carry out the functions of management.

**4. Officers of the Association**

The Association will send the Office of Labor Relations a letter of notification by January 15th of each year, which will contain a list of names and addresses of the officers of the

Association. The Association will periodically update this letter of notification to reflect changes of the names and/or addresses of these officers. No officer of the Association will be recognized by the County until the County has received notification of any new appointments or changes.

**5. Compensation: Regular Wages**

The bi-weekly wages for the period beginning January 1, 2011 and ending December 31, 2018 will be set forth in the Schedules attached hereto and made a part hereof. All raises set forth below will become effective on the dates set forth below, except that the raises effective in 2014 and 2015 will not be included in employees' paychecks until the first pay period in 2016. Retroactive payments for the raises effective in 2014 and 2015, other than for retroactive overtime payments and compensatory time payouts, will be paid upon the employee's separation from employment at the employee's then prevailing hourly rate, except that these deferred monies may be paid in 2020 at the sole discretion of the County upon the request of a then current employee.

For all employees hired on or before June 16, 2015, including those who separated from service with the County on or after January 1, 2014, the percentage raises will be increased as followed:

**A.** Effective January 1, 2013, each step on the annual salary schedules from January 1, 2012, for the Correction Officer I title will be increased by \$625. This raise is effective January 1, 2014.

**B.** Effective June 1, 2013, each step on the biweekly salary schedules from January 1, 2013, for the Correction Officer I title will be increased by an additional 0.5%. This raise is effective January 1, 2014.

**C.** Effective April 1, 2014, each step on the annual salary schedules from January 1, 2014, for the Correction Officer I title will be increased by \$875.

**D.** Effective June 1, 2014, each step on the annual salary schedules from April 1, 2014, will be increased by an additional 0.5% .

**E.** Effective December 1, 2014, each step on the biweekly salary schedules from June 1, 2014, for the Correction Officer I title only, will be increased by an additional 0.5%.

**F.** Effective April 1, 2015, each step on the annual salary schedules from December 1, 2014, for the Correction Officer I title will be increased by an additional \$900.

**G.** Effective June 1, 2015, each step on the biweekly salary schedules from April 1, 2015, for the Correction Officer I title will be increased by an additional 1.0%.

**H.** Effective December 1, 2015, each step on the biweekly salary schedules from June 1, 2015, for the Correction Officer I title will be increased by an additional 1.5%.

**I.** Effective June 1, 2016, each step on the biweekly salary schedules from December 1, 2015, for the Correction Officer I title will be increased by an additional 3.25%.

**J.** Effective June 1, 2017, each step on the biweekly salary schedules from June 1, 2016, for the Correction Officer I title will be increased by an additional 3.25%.

**K.** Effective June 1, 2018, each step on the biweekly salary schedules from June 1, 2017, for the Correction Officer I title will be increased by an additional 3.25%.

**L.** The starting salary for employees hired after June 16, 2015, will be \$30,000 and will be frozen for the duration of the 2011-2018 Agreement. The salary schedule consists of 12 years to top step, inclusive of the starting step, with raises every six months. See Appendix H. Current employees will maintain the current pay scales, with steps being increased each time top step is increased, consistent with preexisting contract language. The index for all promotional titles and assignments to Investigator titles for employees hired after the June 16, 2015 are to be based on the top step CO I salary for employees hired after the June 16, 2015.

**M.** Employees hired on or after June 16, 2015, will have their top step remain at the top step on December 31, 2013, (\$78,690) and all other steps will remain frozen in accordance with Paragraph L herein during the term of the 2011-2018 Agreement, absent a successor agreement or award, notwithstanding any other provision contained herein to the contrary, except as provided in Section 5.3.

**N.** For those employees hired on or after September 17, 2012, the salary schedule will be reconfigured by providing for

equidistant steps. The reconfiguration is permanent and will not change unless/until a change is negotiated or awarded. It will change each year by computing the top and bottom steps and making the intermediate steps equidistant.

O. Correction Officer II will be indexed at 16% greater than top step Correction Officer I, and Correction Officer III will be indexed at 16% greater than Correction Officer II. Effective September 17, 2012, Correction Officers IV, Deputy Warden and Warden will also receive a 16% index from the next lower rank, exclusive of the stipend in lieu of overtime.

P. Increment/Step System Movement - All increments /steps will continue to be awarded in conformance with the "Triborough Doctrine," as in effect on the date of the signing of this Agreement, in the event that the Agreement expires before a successor Agreement can be reached.

Upon commencement of employment, all employees will be paid at the increment/step 1 rate. Upon their anniversary date (one year of completed service), they will automatically advance to increment/step 1A and be paid at the increment/step 1A rate. Upon their second anniversary date (two years of completed service), they will automatically advance to increment/step 2 and be paid at the increment/step 2 rate.

After completing two years of service they will advance through the increment/step system and be paid at the increment/step 3 rate on January 1, following their second anniversary date. They will further advance to increment/step 4 the following January 1, and to increment/step 5 rate the succeeding January 1. They will advance to the top increment /step (step 5) no later than five years from the commencement of employment.

Any employee hired on or after September 17, 2012 will receive step increases on his/her anniversary date instead of January 1st.

Q. Investigator Increments/Step - All employees with the designation of Investigator will receive, in addition to their bi-weekly base pay, additional salary as outlined in Appendix I.

The official pay rate for Investigators will be inclusive of their bi-weekly stipend. This pay rate will be increased by the general wage rate increase thereafter.

Effective December 31, 2010, a fourth step on the salary schedule will be created that will be \$500 higher than the third step. Those eligible for this increase must have completed three years of service as a Correction Officer Investigator.

R. No employee will make an annual salary equal to or greater than that of the County Executive.

S. Employees receiving a pay raise or a promotion will receive the new pay rate effective on the date the employee is appointed to a higher grade.

T. Bi-weekly wages are the official salary rates. All salary rates will be rounded off to the nearest dollar figure as per the following: If the amount is \$.49 or below, it is rounded off to the lower dollar figure. If the amount is \$.50 to \$.99, it is rounded off to the next highest dollar figure.

U. All deferrals are intended to be pension neutral. Nothing set forth in the 2011-2018 Agreement regarding deferrals will in any way diminish pension benefits or the County's pension contributions.

#### **5.1 Operational Security/Emergency-Related Services**

**Stipend** - The Sheriff will have the sole discretion to utilize any unit member for non-traditional duties pertaining to operational security/emergency-related services including, but not limited to, gang-related and anti-terrorism recruitment initiatives and other non-traditional duties pertaining to the care and custody of inmates.

The Operational Security/Emergency-Related Services Stipend will continue to be a part of the employee's biweekly base wages, but there will be no further increase in the employee's base wages unless otherwise negotiated by the parties.

Employees' duties and responsibilities will be expanded to include responsibility for homeland security, anti-terrorism and disaster response. Effective January 1, 2015, for employees hired before June 16, 2015, top base pay will be increased by \$700. The \$700 increase will not be included in employees' paychecks until the first pay period in 2016. All retroactive payments for 2015, other than for retroactive overtime payments and compensatory time payouts, will be paid upon the employee's

separation from employment at the employee's then prevailing hourly rate, except that these deferred monies may be paid in 2020 at the sole discretion of the County upon the request of a then current employee.

## **5.2 Longevity**

**A.** The longevity pay entitlement for employees is reflected in the following table, which reflects the amount of the longevity payment and the number of years of completed service necessary to qualify for payment. Effective January 1, 2016, longevity pay will be increased by \$125. In addition, a new year 30 will be added at \$3,500, inclusive of the \$125 increase. Effective January 1, 2018, longevity pay will be increased by \$200 in years 15, 20, 25 and 30. Longevity will be paid as follows:

	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>	<u>30 Years</u>
1/1/16	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500
1/1/18	\$1,000	\$1,500	\$2,200	\$2,700	\$3,200	\$3,700

**B.** For purposes of longevity, service must be continuous, except that leaves of absence for one year or less will not constitute a break in service. Except for military leaves of absence, no credit will be given for any time or leave which continues beyond one year. Suspensions will not be deemed a break in service.

For purposes of longevity, an employee who had been on the County's payroll for one year or more or who resigns or is terminated and then is re-employed by the County within one year will not lose previous time. However, the break in service will be deducted from the total service time of the employee. An employee who resigns or is terminated and is subsequently re-employed by the County when the break in service was greater than one year will not receive credit for prior service.

**C.** For purposes of longevity for employees hired in the Sheriff's Office prior to January 26, 1983, "service" will mean service in the County of Suffolk, except that employees who were transferred into the employ of the County, because of an action taken by the County will likewise be credited for that service with their previous employer for the purpose of determining entitlement to longevity pay.

**For example:** An employee of the Port Jefferson Sewer District who was assimilated into the County when the Department of Environmental Control was established will, for purposes of

longevity, receive credit for continued prior years of service with the Port Jefferson Sewer District. An employee of a school district who voluntarily resigns his/her position and accepts a position with the County will not be given credit for prior service with the school district.

For purposes of longevity, for employees hired after January 26, 1983, "service" will mean service in the Suffolk County Sheriff's Office in a title of Correction Officer.

D. An employee will be deemed to have completed the appropriate number of years of continuous service on January 1, of the calendar year in which he/she will have completed that service. An employee will be entitled to longevity pay if terminated from service during that year for reasons of death or retirement. Employees terminated for other reasons will be entitled to receive a full year's longevity pay only if they have actually completed the appropriate number of years of service, as the case may be, at the actual date of termination. For example, an employee whose date of completion of 15 years of service is July 1, and who retires on March 1, will have his/her full longevity check to which he/she is entitled upon completion of 15 years paid to him/her as of the date of retirement. For example: An employee whose date of completion of 15 years of service is September 1, and who resigns on February 1, will have his/her longevity check to which he/she is entitled upon the completion of 10 years of service, paid to him/her as of the date of his/her resignation.

E. Employees who are entitled to longevity pay as of January 1 of any year will be paid by separate check on the Thursday immediately following the first payday following April 1 of that year. An employee must be on the payroll on January 1 to be eligible for a longevity payment in April. An eligible employee who is not on the payroll in April when the longevity payment is made will be paid the appropriate amount upon his/her return to the payroll.

### **5.3 Education**

Effective January 1, 2014, for all employees hired before June 16, 2015, top base pay will be increased by \$700 and the salary scale will be accordingly adjusted. The \$700 will not be included in employees' paychecks until the first pay period in 2016. All retroactive payments for 2014 and 2015, other than for retroactive overtime payments and compensatory time payouts, will be paid upon the employee's separation from employment at

the employee's then prevailing hourly rate, except that these deferred monies may be paid in 2020 at the sole discretion of the County upon the request of a then current employee.

Employees hired prior to June 16, 2015, will be given credit for time served in the Sheriff's Office and training received to date to satisfy their college credit or degree obligation pursuant to this provision.

All employees hired on or after June 16, 2015, will be required to complete a minimum of 120 college credits or obtain a Bachelor's degree. Employees who have not satisfied the 120 college credit or degree requirement by November 1 of any year after reaching top step pay will have their final holiday check for that year reduced by the appropriate amount set forth above until the requirements are satisfied.

#### **5.4 401(a)**

By December 16, 2015, the County will make every effort to establish a 401(a) program for severance deferral. The program will have no cost to the County. If the parties cannot agree, then the issue will proceed directly to arbitration pursuant to the contractual grievance procedure.

### **6. Compensation: Premium Pay/Overtime**

#### **6.1 Overtime**

All overtime payments will be based upon 75 hours worked per bi-weekly pay period, with the County not paying for meal time unless it is actually worked.

Time and one-half will be paid for all hours worked in excess of the 7.5 hour normal work day. For all employees who are hired prior to February 28, 2009, any time off for vacation, sick leave, personal leave, holidays, or other leave with pay will be considered as days worked under this paragraph.

Notwithstanding any inconsistent contract provision or practice to the contrary, all employees not covered by FLSA Section 207(k) who are hired on or after February 28, 2009 will be entitled to overtime as follows: at time and one-half after actually working 40 hours during the work week (Monday-Sunday).

Notwithstanding any inconsistent contract provision or practice to the contrary, all employees covered by FLSA Section 207(k) who are hired on or after February 28, 2009 will be entitled to overtime as follows: at straight time for all

hours worked after actually working 37.5 hours during the applicable FLSA work cycle as designated by the County; and at time and one-half for all hours worked after actually working the maximum number of hours in the applicable FLSA work cycle as designated by the County.

It will be management's policy to make payment for overtime worked no later than the second payday after the date of submission of the record of the overtime. The Office of Labor Relations will alert all administrators and fiscal functionaries of this requirement and to follow up promptly on lapses in this policy.

#### **6.2 Equalization of the Opportunity for & Obligation to Perform Overtime**

Overtime work, as an opportunity, in the same or related title, will be equalized among employees as far as practical. Department heads and supervisors may require the performance of overtime or "call-in" work for reasonable periods as an obligation in cases where, as because of season or extraordinary requirements related to the job or because of the absence of normal personnel for whatever reason, the work is necessary to meet the normal work demands of the function of the Sheriff's Office, or some emergency exists. Seniority will be a criterion in the selection of employees for overtime, provided that the employees have the ability to do the work. Overtime opportunity will be allocated by seniority on a rotating basis. Seniority for overtime will be in accordance with the signed Memorandum of Agreement entitled "Overtime for Correction Officers" (Appendix C).

#### **6.3 Compensation Time/Payment of**

Employees will have the option of choosing compensatory time off at the rate of time and one-half in lieu of paid overtime. The option of selecting compensation time or payment must be indicated when the overtime shift is worked. Each employee will have the option of being paid for overtime in his/her bi-weekly paycheck or on a quarterly basis, which must be indicated in accordance with current Sheriff's Office policy. The employee will be paid for all accumulated compensatory time upon termination of employment.

This provision is subject to the parties' obligation to comply with the provisions of the Fair Labor Standards Act.

#### **6.4 Recall, "Called-In" Work & Planned Overtime**

An employee who is recalled to work on his/her

normal work day or is called in or directed to work on any non-work day will receive a minimum of four hours pay computed at the overtime rate, and in addition will be granted a fixed travel time allowance on a portal (home) to portal (job site) basis of one-half hour each way computed at the overtime rate. The employee will remain at his/her job assignment and physically work for these minimum number of hours. If the employee does not remain on the job, he/she will only be paid for the hours actually worked, unless directed to leave by a supervisor, in which case he/she will be compensated for four hours. Effective December 31, 2010, employees who do not report for work are ineligible for recall pay and are prohibited from grieving the denial of recall pay. This provision will not apply to split shift employees.

Overtime under this provision will be accrued and payable pursuant to Section 6.1. This provision will not apply to work performed directly before or after the employee's regular shift.

For purposes of this section, a non-work day will be defined as a day an employee is not scheduled to work, a scheduled personal day, a scheduled vacation day, a scheduled holiday, a scheduled day taken for compensatory time accumulated or scheduled time worked in lieu of a holiday.

#### **6.5 Night Differential**

A night differential of 10% will be added to an employee's base salary for any shift starting at 6 p.m. or later, or ending at 6 a.m. or earlier. An employee who works a majority of his/her time during the specified evening or night shift will be entitled to night differential for his/her full pay. Employees working rotating shifts will not receive a night differential.

#### **6.6 Rotating Shifts**

An employee who is regularly assigned to a 2-tour rotating shift will receive an additional 7.5% added to his/her base salary. An employee who regularly alternates between day and night shifts during the year will be deemed to be working rotating shifts.

Notwithstanding the terms of the 2004-2005 Interest Arbitration Award, eligible employees will continue to be entitled to receive, and the County will not seek to recoup, any night differential or rotating shift differential monies paid to employees for the period covering December 31, 2005 until the

implementation of the change in hours in March 2009. Eligible employees will be deemed to include those employees who worked and received night differential or rotating shift differential for the period covering December 31, 2005 until the implementation of the change in hours in March 2009.

#### **6.7 Canine Allowance**

A Correction Officer assigned a canine by the Sheriff's Office will receive the same canine allowance as provided by the Suffolk County Police Benevolent Association Agreement.

#### **6.8 Compensation in Lieu of Overtime Pay for Correction Officer IV & Above**

All Correction Officers IV, Deputy Warden and Warden will receive an additional annual \$10,106 stipend, payable in equal quarterly payments of \$2,526.50, which will be added to the bi-weekly wage rate.

In the case of a Correction Officer IV, Deputy Warden and Warden who has not served for an entire quarter in his/her respective title, the stipend will be prorated for the partial calendar quarter for which he/she served in that title.

It is agreed that this stipend, together with the provisions providing for compensatory time, will be in lieu of overtime pay. It is further understood that this provision is subject to the parties' obligation to comply with the provisions of the Fair Labor Standards Act and it is intended that, if applicable, the stipend and compensatory time be used as a set-off against any overtime liability. It is further understood that, if the stipend exceeds overtime liability, it is not intended to reduce the total received.

#### **6.9 Compensation/Off-Duty Hours**

Any employee who is a Peace/Police Officer under Section 2.10, Paragraph 25 of New York State Criminal Procedure Law will be entitled to overtime compensation for police duties performed on his/her off-duty hours. The employee will also be entitled to any insurance coverage which the employee would have had if on duty at the time, and expenses incurred in performing this duty. Any assistance or testimony subsequently required of the employee in civil and criminal proceedings, administrative proceedings, etc., resulting from the off-duty action taken by the employee, will be compensated pursuant to the applicable provisions of this Agreement. This provision will not be applicable to any police work arising out of the performance of

an off-duty private job in which the duties of the employee are directly related to investigation, apprehension and/or detention.

To be entitled to overtime compensation in accordance with Section 6.9, an employee will only be compensated for services performed in Suffolk County and only for services in connection with a criminal act. Further, this Section is limited to those employees who would normally receive overtime under other sections of this Agreement.

#### **6.10 Compensatory Time, Use of**

**A.** An employee may elect to take compensatory time in lieu of paid overtime to a maximum of 10 days during that calendar year. He/she will be given an opportunity to take this compensatory time at mutually agreed times, during the year in which it was earned. If it is not taken by the end of the last full payroll period in November in the year in which it was earned, the employee will be paid for it by separate check on or before December 31. Employees hired prior to February 28, 2009 may convert any amount of unused accrued compensatory time into sick leave time. Any compensatory time earned after the end of the last full pay period in November will be carried over to the following year. Compensatory time may not be used in place of sick time except in the case of extended illness where an employee has exhausted his/her sick leave accruals. In these cases, the 10 day limit may be extended to the extent necessary; however, the compensatory time taken will be applied against the 10 day limit.

**B. Compensatory Time C.O. IV & Above** - Any employee in the title of Correction Officer IV, Deputy Warden and Warden will continue to accrue compensatory time at the same rate as past practice. However, these employees will be allowed to accumulate this time without limitation and may, at the employee's option, convert up to 75 hours per year to vacation or sick time, at the end of the year. Also, any time not used or converted by the end of the year will be lost.

#### **6.11 Stand-by**

Any employee designated in writing by the Sheriff or designee to be on stand-by will be eligible for stand-by pay (two hours pay for eight hours of stand-by, or part thereof not less than six hours).

### **7. Compensation: Insurance**

#### **7.1 Health Insurance**

"The Master SCEMHP Agreement" is hereby incorporated

by reference, including the amendments made in the 2012 EMHP extension agreement. The County will continue the several optional and alternative hospitalization and surgical insurance policies presently in effect and available to employees and their dependents (spouse and children only up to age 19 and for children who are dependent students up to age 25) and will pay for the coverage elected by the employee from said plans in accordance with the eligibility requirements set forth by the State of New York. An employee must earn at least \$6,250 per year or be the head of his/her household to be eligible for coverage under this section. Any employee as of December 31, 1980, receiving this benefit will not lose it as long as he/she continues to work the same number of hours or more.

**A. County's Right to Self-Insure Health Benefit** - The Association recognizes the County's right to self-insure, change carriers or adopt a combination of self-insurance and a carrier in place of the current option offered by the State Plan. The County will provide benefit levels in any new health insurance program that will, at all times, be equal to the benefit levels provided by the State Plan during the term of this Agreement. The County's right to have a group health insurance option other than the State Plan will be contingent upon the County maintaining the State Plan's terms, conditions and option regarding retirees. If the County leaves the State Plan, the cash buyout payment will be continued at the option of the County. The County Plan would continue to provide for full cost of coverage under any new plan.

**B. Health Insurance Eligibility** - All employees will be eligible for health insurance after completion of two full months of service following the month in which they have been hired. For example: an employee hired on February 15, will be eligible for health insurance on May 1; and an employee hired on June 2 will be eligible for the benefit on September 1.

The HMOs will be available to all employees covered by this Agreement at the employee's option and cost, if greater than the EMHP rate.

The County will continue to allow payroll deductions for HMOs.

**C.** Upon the expiration of the current EMHP Memorandum of Agreement, the Association has the right to reopen for the purposes of negotiating benefits.

## **7.2 Life Insurance**

All employees will receive a term life insurance policy in the amount of \$100,000 and upon retirement this benefit would be reduced to \$50,000 as received by current retirees. The County will be the sole determinant of the carrier.

## **7.3 Disability Insurance**

All employees will be entitled to a disability insurance benefit at the current State weekly rate after 45 consecutive days of disabling illness, as verified by the County, counting from the first scheduled work day for up to 78 weeks. For any disability occurring after May 5, 2009, the waiting period for eligibility for disability will be increased from 45 days to 90 days and the period of coverage will be increased from 78 weeks to 104 weeks.

An employee will receive and be charged 2/3 of a day from accumulated sick leave, if any, in order to receive a full day's pay (the total of 2/3 of a sick day and the disability pay).

The County will have the option to self-insure this benefit.

## **7.4 Workers' Compensation**

### **207-c and Workers' Compensation**

Employees who are injured in the performance of their duties will be entitled to the provision of 207-c and Workers' Compensation. Employees injured in the course of employment but not in the performance of their duties will be entitled only to the Workers' Compensation provision of this Agreement and State Law. Those employees receiving their salary under these provisions will be taxed per Federal and State regulations.

The Medical Evaluation Unit in the Sheriff's Office will be responsible for the initial determination as to whether an injury is compensable as defined by 207-c and/or Workers' Compensation Law. In the event that a determination is adverse to the employee in relation to 207-c, the employee will be entitled to a due process hearing to determine causal relationship. A hearing officer will be appointed by the Sheriff's Office and the employee will be entitled to be represented by counsel, as well as cross-examination of the County's witnesses and presentation of his/her own evidence.

When it has been determined that the employee is not entitled to 207-c benefits but is entitled to Workers' Compensation, he/she will continue to receive his/her normal full salary for a period not to exceed 12 weeks (effective June 16, 2015, for all employees not then receiving Workers' Compensation benefits, 26 weeks). In the event the determination is adverse to the employee in respect to Workers' Compensation, a final determination will be made by the Workers' Compensation Board as affects Workers' Compensation provisions only. In adverse situations, until a determination is made in controverted cases, the employee may utilize all accrued leave time allowances and receive pay for days not worked because of the injury. In the event of finding that the employee is able to perform "light duty" or in the event of finding a permanent disability, compensation will no longer be payable. The Association recognizes the County's right to continue to use the County doctor and to send notification that employees be assigned to "light duty" under the Workers' Compensation provisions of this Agreement.

Prior to any determination, any employee may utilize any accrued leave time allowances. Upon a final determination favorable to the employee, these time allowances will be reinstated to the employee.

In the case of an employee receiving 207-c benefits, where there is a disagreement or difference of opinion between the employee's doctor and that of the County as to the employee's ability to perform light duty or the specific duties to be performed, the employee will have the option, in writing, of electing a due process hearing before a hearing officer appointed by the Sheriff's Office or a due process hearing which will be a review by a third party doctor and/or medical group, referred to as the "Medscope Agreement" as detailed in Appendix B. In this case, the decision of the third party doctor as to the ability to perform light duty or the specific duties to be performed will be binding on the County and the employee. The employee will have the right to the option for each difference or disagreement.

Should an employee fail to abide by the third party physician's certification to perform special assignment by failing to appear for duty, the employee will receive direct compensation payments that he/she may be entitled to and be removed from the payroll.

An employee may not accrue or be paid for any time

beyond the maximums contained within the Agreement.

Employees receiving workers' compensation benefits for more than 12 weeks on September 17, 2012 will not be required to repay benefits in excess of 12 weeks.

**A. Vacation Time** - An employee who has been absent for one or more consecutive years on 207-c prior to December 31, and who has reached the cap on accumulated vacation time, will thereafter no longer accrue additional vacation time until the employee returns to active duty, at which time the employee will be credited with prorated vacation time for the then current year (the calculation to be based on the number of complete months the employee is scheduled to work in the remainder of the year as a factor of the annual vacation days entitlement for the affected employee).

**B. Night Differential** - Night differential payments will cease following the 12<sup>th</sup> consecutive month of absence from the effective date of placement on 207-c. Upon return to active duty, the night differential will only be paid in accordance with the employee's then currently assigned work schedule pursuant to Section 6.5.

**C. Personal Leave** - Personal leave entitlement will cease to accrue following the 12<sup>th</sup> consecutive month of absence from the effective date of placement on 207-c. Upon return to active duty, the employee will be credited with one personal leave day after every two complete months of work during that calendar year up to the contractual maximum.

**D. Sick Leave** - Sick leave entitlement will cease to accrue following the 12<sup>th</sup> consecutive month of absence from the effective date of placement on 207-c. Upon return to active duty, the employee will be credited with 1.1 sick leave days after each complete month of work during the calendar year up to the contractual maximum.

**E. Clothing Allowance** - Clothing allowance payments will cease following the 12<sup>th</sup> consecutive month of absence from the effective date of placement on 207-c. Upon return to active duty, the clothing allowance will only be paid in accordance with Section 10(B).

**F. Cleaning Allowance** - Cleaning allowance payments will cease following the 12<sup>th</sup> consecutive month of absence from the effective date of placement on 207-c. Upon return to active

duty, the cleaning allowance will only be paid in accordance with Section 10(B).

#### **7.5 Benefit Fund**

All employees will have contributions made by the County to the Suffolk County Association of Municipal Employees Benefit Fund in the amount agreed to by the Association of Municipal Employees and the County. Any amounts remaining after welfare contributions to the Fund may be contributed towards additional benefits not already covered by those approved by the Fund.

#### **A. Benefit Fund Options**

1. The Association has the option of remaining in the AME Benefit Fund.

2. The Association has the option of creating a separate Association Benefit Fund with the approval of the Director of Labor Relations, whose decision will not be subject to any further negotiations or to the grievance and arbitration procedure.

3. The Association has the option of joining another existing County Employee Benefit Fund.

In the event that the Association opts to separate from the AME Benefit Fund, as specified under Section 7.5 of this Agreement, and join an already existing fund, the County agrees that the contribution level for employees will be equal to the contribution level of those employees currently in that fund.

**B. Payments of Premium** - Payments to the Benefit Fund by the County will be made in advance on a bi-monthly basis. It is understood that the amount of this prepayment will be based on the number of employees on the last payroll preceding the prepayment. It is further understood that there will be a reconciliation at the conclusion of each two month period whereby additional payments will be made on a daily basis for employees added to the payroll during the two month period, but after the payment date, and whereby deductions on a daily basis will be made for employees who are terminated during the two month period, but after the payment period.

#### **7.6 Liability Coverage**

The County will provide liability protection coverage under its comprehensive liability insurance for employees acting in the discharge of their duties and within the

scope of their employment.

**7.7 Damage to Personal Items**

Damage to personal items during a job-related incident will be compensated up to \$500 per year.

**8. Time for Performance of Services; Leaves**

**8.1 Work Week; Work Day**

A. The normal work week will be 37.5 hours for all employees. The weekly work schedule will be five consecutive days on plus two consecutive days off. Exceptions will occur only on written agreement between the Office of Labor Relations and the Association. Also excepted will be employees assigned to work a weekly work schedule of five days on, two off, five on, three off shift.

B. Line-Up - Employees will be paid a stipend of \$80.23bi-weekly in lieu of line-up time. This stipend will be increased by the general wage increase. All officers will be available for line-up consistent with past practice. The salary chart for Line-Up Pay can be found in Appendix G.

C. Breaks - Except for those employees whose jobs require working steadily through a shift and remaining on the job site, employees will have, at a time designated by the department head or supervisor, two 15 minute coffee breaks each day, one in the morning and one in the afternoon.

D. Lunch/Dinner Breaks - Payment will not be made for a meal period unless it is actually worked. Employees required to work during a meal period will receive time and one-half for time actually worked.

E. Work Week Schedules - The Association and the County will continue to discuss flexible work day and work week schedules. It is expressly understood by the parties that neither party is giving up the rights it has under the balance of this Agreement or rights it has enjoyed in the past.

F. X-Days - Employees working a straight five day fixed day shift (5 on 2 off; 5 on 2 off) will receive five additional days, called "X-days", scheduled at the discretion of the County. The five x-days will not apply at locations where employees are working a 5 on 2 off, 5 on 3 off shift. X-days will be credited to eligible officers on January 1 each year for use throughout that year. X-days will be prorated in the first and last year for those entitled. In the event that an officer uses more than

the prorated entitlement, accruals from other than sick leave would be used for the balance owed.

## 8.2 Vacation Accrual Designation

Employees will accrue vacation according to the following Schedule:

### 37.5 HOUR EMPLOYEES

			Days Per Year	At the Completion of Each Full Pay Period (2 Weeks)	Extra Hours on Anniv. Date
Beginning of Employment	1st Anniv. Date		10	2.75	3.5
1st Anniv. Date	2nd Anniv. Date		11	3	4.5
2nd " "	3rd " "		12	3.25	5.5
3rd " "	6th " "		15	4.25	2
6th " "	9th " "		18	5	5
9th " "	10th " "		19	5.25	6
10th " "	11th " "		20	5.75	0.5
11th " "	12th " "		21	6	1.5
12th " "	13th " "		22	6.25	2.5
13th " "	14th " "		23	6.5	3.5
14th " "	15th " "		24	6.75	4.5
15th " "	16th " "		25	7	5.5
16th " "	17th " "		26	7.5	0
17th " "	18th " "		27	7.75	1
18th " "	19th " "		28	8	2
19th " "	20th " "		29	8.25	3
20th " "	Termination of Employment		30	8.5	4

## 8.3 Vacation Accruals

**A. Accruals & Carry Over Limits** - Vacation time may be accrued to provide for a 90 day maximum accrual of vacation time as well as a 90 day maximum pay out upon separation from employment. Upon written approval of the Director of Labor Relations, an employee may be permitted to carry over accruals in excess of 90 days provided that this time will only be available for use and never for payment upon separation.

**B. Beneficiary Entitlement** - In the case of death, the beneficiary is to receive payment in compensation for any unused authorized vacation time.

**C. Illness While on Vacation** - Employees who fall ill while on vacation may use their sick leave for the remainder of the illness, and have their time adjusted, provided proper notice is given and a doctor's certificate is presented.

**D. Accrued Vacation Selections** - Accrued vacations will be taken by employees at times and in the manner as assigned by management which, in making these assignments, must take into consideration the employee's seniority as defined in Section 16 in job classification subject, however, to the operational requirements of the work and the jobs to be performed.

Except in the event of a Sheriff's Office need, an employee will not be recalled during his/her regularly assigned vacation period or from his/her compensatory time off and personal leave days. If a vacation day is canceled, the employee will not be charged for the use of the vacation day and will receive recall pay in accordance with Section 6.4.

**E. Notification of Vacation Picks** - The County will determine and notify each employee prior to November 1 of each year when vacations may be taken, the number of employees that may take vacations at one time, and the amount of each employee's vacation accruals of December 31 of the following year. Employees will submit their vacation requests to management by December 1 and management will, by January 1, approve or disapprove these requests. Vacation picks will cover the period of February 1st through January 31st of the following year. Employees with vacation time accruals available will be permitted to make additional vacation picks after December 1 of that vacation year where vacation slots are subsequently open subject to the sole discretion of the Sheriff.

Vacation requests will be submitted to the Sheriff for his/her personal administrative review of each request and a request will not be reasonably denied and a denial will not be arbitrary or capricious. It will be incumbent upon the employee to insure that any vacation accrued beyond 90 days by December 31 of the following year has been scheduled by then or that time will be lost. Time beyond 90 days which has been scheduled and approved and then denied, and not allowed to be rescheduled by management, will be permitted to be carried over to the following year. Employees not permitted to reschedule scheduled vacation time lost due to a workers' compensation absence will not lose any vacation accruals over 90 days.

Each employee will be credited with 50% of his/her annual vacation entitlement on January 1, and 50% of his/her annual vacation entitlement on July 1, except for the first year of service, during which time vacation leave will be prorated.

#### **8.4 Holidays**

**A. Paid Holidays** - Employees will receive the following paid holidays:

- |                          |                      |
|--------------------------|----------------------|
| 1. New Year's Day        | 7. Labor Day         |
| 2. Martin Luther King    | 8. Columbus Day      |
| 3. Lincoln's Birthday    | 9. Election Day      |
| 4. Washington's Birthday | 10. Veterans' Day    |
| 5. Memorial Day          | 11. Thanksgiving Day |
| 6. Independence Day      | 12. Christmas Day    |

Employees will receive as an additional holiday or holidays any special day or days declared by the President of the United States, the Governor of the State of New York, or the Executive of the County of Suffolk, to be a non-working day for the majority of other County employees. Employees will celebrate and receive holiday benefits for these additional holidays in the same manner as other holidays specifically named herein.

**B. Designation of Holiday Observance** - Holidays that fall on a Saturday will be granted on the preceding Friday. Holidays that fall on a Sunday will be granted on the following Monday.

Employees who enjoy other days off rather than Saturday and Sunday in a calendar week will be treated accordingly. That is, if an employee normally has off Tuesday and Wednesday and a holiday falls on a Tuesday, the employee will enjoy the holiday on Monday.

**C. Holiday Payment/Compensation Schedule** - If employees, not normally scheduled to work on a holiday, are required to work on a holiday, they will be entitled, at their election, either to compensatory time and one-half off or time and one-half in addition to their normal pay. If an employee elects to be paid, this payment will be made in accordance with Section 6.1.

All employees who, by the nature of their duties, are required to work on a holiday will, in addition to normal pay received for working on holidays, as a result of shift assignment, be paid compensation computed at the rate of time and one-half for each holiday worked or for each holiday that falls on their normal day off. Payment will be made for this holiday compensation on the Thursday following the first payday in July of each year for the holidays which fall during the period January to and including Independence Day, and on the Thursday

following the first payday in December of each year for the holidays which follow Independence Day through December 31.

D. For the purposes of holiday compensation described in C above, for employees who work rotating shifts, the holiday will be the same as designated for all other County employees.

#### **8.5 Leave with Pay: Personal & Administrative**

A. **Personal Leave** - Five days of personal leave will be accrued on the first day of employment and on each anniversary date thereafter. This leave, except in cases of extreme emergency, will not be taken without the prior approval of the Sheriff or designee. Accrued personal leave as a right may not be carried over from year to year (individual employee work year), and in no event may accrued personal leave be taken after announcement of intention to resign.

For all employees hired prior to February 28, 2009, unused personal leave will be converted to sick leave at the end of an employee's year/anniversary date. Employees will be paid for any unused personal leave accrued during the year in which he/she retires.

B. **Bereavement Leave** - In case of a death in an employee's immediate family (parent, spouse, sibling, child, legal guardian, step parent, grandparent, parents-in-law, grandparents-in law and grandchild), an employee will be granted three working days or four calendar days leave of absence with full pay, whichever is greater. Employees are expected to notify the Sheriff or designee as soon as possible. In the case of other family members (son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster child, uncle, aunt and half sibling), two working days leave will be granted.

Also, leave may be granted up to a maximum of three working days or four calendar days, whichever is greater, in the event of the death of relatives not identified above who actually resided in the same household with the employee. This additional leave may be granted at the sole discretion of the Director of Labor Relations.

#### **C. Administrative Leave/Negotiations**

1. The Association's negotiating team will be granted administrative leave for all time necessary to attend actual negotiating sessions. This attendance is considered as, and recognized to be, a part of the regular County duties of the

members, notwithstanding position duty statements. The membership of the negotiating team will not exceed five members, who will be granted full release for these negotiations. Other members of the Association's Board may attend these negotiating sessions, but on their own time.

**2. Administrative Pool Time** - An annual pool of 100 days of release time (effective June 16, 2015, 200 days [prorated for 2015]) will be established for conducting union business. These days will be used by Association members designated by the President of the Association. Any time off for administrative leave must be requested in writing and be in the Office of Labor Relations at least one week prior to the requested leave date. Failure to do so may result in the denial of the request. In addition, denial of administrative leave requests may result if the absence of the affected employee(s) would adversely affect the operations of the Sheriff's Office.

**3. Full-Time Release** - The Association's President will be granted full-time release and will designate two representatives who will be recognized as full-time release members responsible for implementing and carrying out the terms and conditions of the Agreement. These duties will be recognized as time worked, completing job requirements with the County. The Representatives so designated will continue to receive all applicable benefits and protection under the Agreement.

The three full-time release members of the Association will receive compensation in lieu of overtime pay, as set forth in Section 6.8. Effective December 31, 2010, the COA President will receive a compensation adjustment of salary at the next highest indexed rank. All full-time release representatives will be entitled to receive the highest differential, step, allowance and stipend for their position. However, this agreement will not incorporate the following phrase contained in Section 6.8 of the Agreement: "It is further understood that this provision is subject to the parties' obligation to comply with the provisions of the Fair Labor Standards Act and it is intended that if applicable, the stipend and compensatory time be used as a set-off against any overtime liability." Further this agreement reaffirms the parties' agreement that time worked on full-time union release, notwithstanding anything to the contrary in the Agreement, does not count for Fair Labor Standards Act purposes.

**4.** The Association's representative to the Joint Labor/Management Deferred Compensation Committee, as outlined in

Section 24, will be granted administrative leave to attend scheduled Committee functions. This leave will not be deducted from the administrative leave time pool.

Whenever the designated employee attends a Deferred Compensation meeting authorized by the panel chairperson, on his/her regular day off, he/she will receive the day back in the form of a compensatory day, usable within the year in which it is earned. If this compensatory day is not used by year's end, it will be paid in accordance with Section 6.10.

5. Any employee utilizing administrative leave, whether for negotiations, full-time release or administrative pool time, will not work overtime, either voluntarily or mandated, on a day while on that leave.

#### **8.6 Leaves of Absence Without Pay**

Leaves of absence without pay for an illness or disability extending beyond an employee's accrued sick leave will be granted for a period of up to one year without loss of Civil Service status. A leave of absence will be granted in cases of child care in accordance with Appendix A. Leaves for other reasons may be granted at the discretion of the Sheriff.

If an employee's request for a leave of absence without pay is denied by the Sheriff or designee, the employee will be entitled to appeal to the Director of Labor Relations through the President of the Association. The decision of the Director of Labor Relations will be final and binding.

The Family and Medical Leave Act (FMLA) will be applicable for issues not covered in this Agreement.

#### **8.7 Sick Time**

A. An employee hired prior to February 28, 2009 will be credited with his/her annual entitlement of 13 days on January 1, except for the first year of service during which time sick leave will be prorated. If all earned sick leave has been used, extended sick leave for an illness which lasts longer than 20 work days will be granted at the rate of one pay period at half pay for each year of continuous service completed. An employee, at his/her option, may use accumulated vacation, personal leave or compensatory time before going on extended sick leave. Extended sick leave may be utilized only once per calendar year per employee. Employees absent from work due to a medically recognized disability related to pregnancy prior to the birth of a child, disability related to childbirth, or any disability

originating from childbirth after the birth of a child, will be entitled to receive those benefits provided in this Agreement with respect to any other non-occupational illness or disability.

**B.** Employees will be allowed to use up to 10 of their earned sick days per calendar year for an illness in the employee's immediate family or for a relative living within the employee's household. For purposes of this provision, the County, after the first five days may, at its option, elect to require the employee to present a physician's note.

**C.** Employees hired on or after February 28, 2009 will be credited with sick time for each day on which they are actually ill and unable to work as determined by the Sheriff or designee. Employees hired on or after February 28, 2009 must follow the sick leave usage and monitoring procedures as set forth in Appendix E, Reporting Sick Policy.

**D. Sick Leave Bonus** - Employees will be eligible to a sick leave non-use bonus as follows:

<u>Sick Days used</u>	<u>0-</u>	<u>1-3</u>	<u>4-6</u>	<u>7+</u>
01/01/13	\$2,111	\$1,410	\$704	\$0
06/01/13	\$2,121	\$1,417	\$708	\$0
04/01/14	\$2,145	\$1,433	\$716	\$0
06/01/14	\$2,156	\$1,440	\$720	\$0
12/01/14	\$2,166	\$1,447	\$724	\$0
04/01/15	\$2,190	\$1,463	\$732	\$0
06/01/15	\$2,212	\$1,478	\$739	\$0
12/01/15	\$2,245	\$1,500	\$750	\$0
06/01/16	\$2,318	\$1,549	\$774	\$0
06/01/17	\$2,394	\$1,599	\$799	\$0
06/01/18	\$2,471	\$1,651	\$825	\$0

The sick leave non-use bonus will increase on the same dates and by the same percentages as the wage rates listed in Section 5 of this Agreement. Payment for this bonus will be made in the first quarter of the following year. Any employee absent from duty due to a line-of-duty injury, for a cumulative period not to exceed 10 days, will be eligible for this bonus. An employee who is absent from duty due to a line-of-duty injury for a period in excess of 10 days will be eligible for a prorated bonus.

**E.** The Sick Leave Management Program set forth in

Appendix F will be implemented for all employees. Unless otherwise stated in this document, the rules and procedures relating to sick leave remain in effect for employees.

#### **8.8 Sick Time: Unused, Accumulated**

For all employees hired prior to February 28, 2009, unused accumulated sick leave will be paid for by the County upon retirement, or upon death to the employee's designated beneficiary, at the rate of one day to be paid for every two days accumulated up to a total of 180 days paid for 360 days accumulated. Any unused accumulated sick leave over these limits will be deemed forfeited upon the employee's retirement notwithstanding that he/she may subsequently be rehired. There will be no payment for unused accumulated sick time for any employee who is hired on or after February 28, 2009.

#### **8.9 Catastrophic Illness**

Unused accruals may be pooled for catastrophic illness, on an individual case basis, if approved by the Director of Labor Relations. Effective June 16, 2015, all donations will be made and used at the rate of 1:1 rather than 1:2. This decision will not be subject to the grievance and arbitration procedures of the Agreement.

#### **8.10 Cancer Pool**

Employees will be permitted to "voluntarily" donate "compensable" time to a pool of hours to be utilized for any employee who is being treated for Cancer and has exhausted his/her own accruals. The pool of hours will also be available for an employee who is a primary caregiver or caretaker for a spouse being treated for Cancer. The following rules and procedures associated with this program will apply, without exception:

**A.** Employees can only donate "compensable" time (accruals that result in County monies being expended, such as vacation time, compensation time, personal time and/or lag time, which would have been paid for upon separation). If an employee has both frozen and new accruals to donate, it is at his/her discretion as to which accruals will be donated. Time carried over at the end of the year which has not been used may not be donated. Sick time may not be donated.

**B.** Employees wishing to donate their time to this pool will sign a form stating the type of accruals to be donated, the amount to be donated and that they understand this time may not be rescinded. This form will be maintained in the Office of

Labor Relations. A copy will be provided to the Sheriff's Office payroll representative so that they may correctly adjust the affected timesheets.

C. This donated time will be placed in a "special pool", which will be maintained by the Office of Labor Relations. The pool will be accessed by a committee, which will be comprised of the Association President or his/her designee, and a representative of the Office of Labor Relations.

D. Once time has been donated, it cannot be rescinded.

E. Proof of the employee's condition (or his/her spouse's condition) and a Treatment Plan or schedule must be provided to the Committee prior to consideration and approval for the use of pool hours. Periodic updates will be required (i.e., medical documentation).

F. The employee must exhaust all of his/her own accruals prior to donated time being utilized. Once all accruals have been exhausted and/or the half leave pay has commenced, the donated time will supplement the employee's pay up to 100% of the employees "base pay". Any differentials the employees may have been receiving will not be considered. At no time can an employee's check be more than 100% of his/her normal gross salary.

G. The Committee will make a recommendation to the Director of Labor Relations. The Director's decision will be final and binding.

H. The total amount of time an employee may utilize donated accruals for is six months.

I. Extensions of up to, but not exceeding, six months may be granted at the sole discretion of the Director of Labor Relations.

J. Any disagreement concerning the interpretation of the intent of this section will be resolved by the Director of Labor Relations, whose decision will not be deemed to be precedent setting, grievable or arbitrable.

#### **9. Job Description**

When new positions are created or the duties of existing positions are revised by the County, the County will prepare a job specification sheet for those positions. Each job

specification will indicate what work is done on the job and, in general, what tools and equipment are to be used. Each employee will, upon request, be furnished with a copy of his/her job specification. Should a dispute arise as to whether or not the job specification properly describes the job, the employee may appeal the matter to the Civil Service Department and may be represented by the Association if he/she so wishes.

#### **10. Uniforms**

The County will provide uniforms for all employees who need uniforms in their work. Replacement uniforms will be new, and provided on an "as needed" basis. The County will also provide protection apparel such as coveralls for all employees who require this clothing in their work. An employee will be subject to disciplinary action when he/she does not wear his/her uniform or protective apparel as directed.

**A. Uniform Committee** - A joint Labor/Management Uniform Committee will continue for the purpose of itemizing what constitutes a uniform, the manner in which these uniforms are issued and the replacement procedure of uniforms for employees. The joint Uniform Committee consists of three members from the Association, who are to be appointed by the President of the Association, and three members of management (the Director of Labor Relations or his/her designated representative and two representatives designated by the Sheriff).

**B. Cleaning & Clothing Allowance** - The annual cleaning allowance will be \$800.

Employees serving in plainclothes will also receive an annual clothing allowance of \$700 per employee.

These allowances will be paid on June 30th of each year for those employees who are on the payroll on June 1st of that year.

#### **11. Mileage**

Mileage reimbursement will be paid at the IRS rate in effect when the mileage is incurred. Claim vouchers for such reimbursement will be submitted monthly. The County will make all reasonable efforts to issue checks for mileage reimbursements within 21 days after submission of properly executed vouchers as prescribed by the County.

The official station for employees who travel on official business will be the office to which they ordinarily

report for duty. When an employee is traveling on official business to parts other than the official station, he/she will be allowed to claim mileage reimbursement. Effective September 17, 2012, this paragraph will be amended to read: An employee may claim mileage only in excess of that which he/she normally travels between his or her home and the official duty station. This will not apply to mileage incurred on official business after arriving at his or her official duty station and prior to leaving his or her official duty station for the day.

## **12. Retirement**

### **A. Retirement Plan/Tier**

1. The employee's retirement plan will be governed by that section of the Retirement and Social Security Law applicable to the date of his/her entry into the system, subject to all other rules governing the payment of retirement and death benefits therein provided.

2. If the 20 year Retirement Bill is signed into Law on the State level, immediately upon the signing the Association will be entitled to reopen negotiations regarding the 20 year plan.

3. Any employee hired after June 16, 2015, who becomes disabled as a result of a line of duty injury and who receives a disability pension from NYS prior to reaching top step salary, will receive a supplemental payment from the County equal to the difference between the pension granted and 33.33%, 50% or 75%, as applicable, of top step at the time the pension was granted. This supplemental payment will continue in full force as long as the employee or surviving spouse, or beneficiary, receives a pension benefit from NYS.

4. **Partial Lump Sum Option:** The County will, by no later than September 13, 2015, elect the Partial Lump Sum distribution of retirement benefit option set forth in Chapter 135 of the Laws of 2014.

**B. Firearms** - Employees who have been issued sidearms (pistols or revolvers) will retain their weapons upon retirement subject to law and Sheriff's Office procedures.

**C. Pistol Permit** - The County will issue pistol permits to police/peace officers upon retirement from County service. These pistol permits will be issued at the employee's own expense and these employees must also meet the requirements under Section 400 of the State Penal Law.

**D. Retired/Separated Personnel Recall** - An employee whose services are terminated for any reason, including cause, who is called (effective December 31, 2010, by the County) to testify or assist in any proceeding including, but not limited to, criminal and civil cases, administrative hearings, disciplinary hearings, etc., that he/she investigated or was involved in prior to the termination of his/her services, will be compensated for these appearances by a day's pay at the present prevailing rate with the same compensation given to the employees in the rank he/she immediately held prior to termination.

**13. Disputes: Grievance & Arbitration Procedure**

Any and all disputes arising out of or concerning the interpretation or application of the terms of the Agreement will be adjusted as follows:

**A. Grievance Procedures** - An employee who feels aggrieved, and has been unable to resolve the matter informally, will fill out four copies of the standard grievance form which will be available from the Sheriff's Office, the Association and/or the Director of Labor Relations. Two copies of the written grievance will be presented to the employee's immediate supervisor with one being retained by the Sheriff's Office throughout each step of the grievance procedure. The third copy of the grievance will be submitted to the Association. The fourth copy will be retained by the employee.

**Step 1:** The employee will submit the written grievance to his/her immediate supervisor. Upon receipt of the grievance, the supervisor will answer the grievance within five working days. The supervisor will sign and date the written grievance, which will contain his/her answer. Failure to answer the grievance will not be deemed a breach of this Agreement. If no answer is given, or if the grievance is not resolved, the employee will, within five additional working days from the time of the submission of the grievance, proceed to Step 2. Failure by the employee to proceed to Step 2 within this period will be deemed acceptance of the answer, if any, and will in any event bar further processing of the grievance.

**Step 2:** If the grievance is unresolved, the employee may, within the additional five working days specified above, submit the grievance to the Sheriff or his/her designee. If a conference is scheduled by the parties to resolve the grievance, it will be held at a mutually convenient time and location.

The Sheriff or his/her designee will, within 10 working days from the time the grievance is submitted to him/her, answer the grievance and record the answer on the written grievance form. Failure to answer the grievance will not be deemed a breach of this Agreement. If the grievance is still unresolved, or if no answer is given the employee, within five additional working days from the time of submission to the Sheriff or his/her designee, the employee will proceed to Step 3. Failure by the employee to proceed to Step 3 within this period will be deemed acceptance of the answer, if any, and will in any event bar further processing of the grievance.

**Step 3:** If the grievance is unresolved, the employee may submit the written grievance to the Director of Labor Relations. The Director of Labor Relations will have 10 working days from the time the grievance is submitted to him/her in which to endeavor to resolve and/or answer the grievance in writing. If the grievance remains unresolved, either party may, within five additional working days from the time of the submission of the grievance to him/her, submit the dispute to arbitration. The cost of the arbitration will be borne equally by the Association and the County. If the employee fails to proceed to arbitration within this period, he/she will be barred from submitting the grievance to arbitration. However, if the decision of the Director of Labor Relations is satisfactory to the grieved party or parties, the decision will be final and binding on the County and its representatives.

**B. Grievance Arbitration** - Arbitration will be invoked by the Association or the County with notice to the other party. All demands for arbitration will be processed through a panel of three arbitrators: Howard Edelman, David Stein, and Arthur Riegel. The Association and the County, on an annual basis, may meet to discuss the panel of arbitrators and, by mutual consent, add and/or delete an arbitrator from the panel. The arbitrators will be chosen on a rotating basis. The costs of the arbitration will be shared equally by the parties. The arbitrator will hear, decide and render his/her decision with respect to the dispute within 60 days from the close of the record, except if otherwise actually agreed upon by the parties.

1. The arbitrator will have the power to summon, question and examine any employee and to require production of books, papers, or other evidence as he/she may deem necessary.

2. Should an arbitrator indicate his/her

unavailability to hear, decide and render a decision with respect to the dispute, that arbitrator will be considered ineligible to serve in that capacity and the next arbitrator will be selected from the list.

3. The arbitrator will make final and binding decisions on all matters of procedure before him/her.

4. The arbitrator will have the opportunity to make a final and binding decision upon any timely and properly presented claim by either party that the other has violated this Agreement, except that the arbitrator will not have this authority respecting any matter as to which (a) the County retains exclusive rights under Section 3 of this Agreement or by operation of law or otherwise; or (b) another method of review is prescribed or made applicable by law or rule or regulation having the force and effect of law. The arbitrator will be without power or authority to make any decision which requires the County to commit an act prohibited, or to refrain from taking an act affirmatively permitted, by law or rule or regulation have the force and effect of law, or which violates or adds to any provision of this Agreement or any validly existing rule or regulation of the County. On application of either party to the New York Supreme Court within 90 days after its delivery, the decision of an arbitrator may be vacated on the ground upon which relief may be sought under Sections 7511 or 7803 of the Civil Practice Law and Rules.

5. Findings and decisions are to be transmitted to the Association and the County and will be enforced by them respectively, as the case may be.

C. Attendance at Hearings - The employee will not suffer a loss of pay as a result of time spent attending grievance or arbitration meetings or hearings between the parties.

D. Representation - The employee, if he/she chooses, may be represented by an Association representative at each step of the grievance and arbitration procedure.

E. Time Limits - In the interest of uniform procedure and expedient handling, employees are expected to present their problems or grievances through regular supervisory channels in accordance with the procedure set forth herein and within 60 days from the incident complained about or from the date the incident should have been known to the grievant, or the grievance will be

deemed waived.

**F. Multiple Grievances** - In case of grievances involving a group of employees, the Association may initially present the grievance at the Third Step of the Grievance Procedure. The parties agree that they will not unreasonably refuse to consolidate grievances relating to or dealing with the same subject matter. The Association and County will, in advance of the Third Step of the Grievance Procedure, to the extent possible, identify those employees by name and title for whom the grievance has been presented and the exact nature of the grievance.

It is agreed that in all arbitrations brought under this Agreement the legal principle of binding precedent will control as it would in a court of law.

**G. Bypassed Overtime Grievances**

1. Bypassed overtime grievances will continue to be submitted at Step 1 of the grievance procedure. If the Sheriff's Office finds that the grievance has merit, this bypassed overtime procedure will be invoked and the grievance will be withdrawn. If the procedure is invoked, but ultimately the issue remains unresolved, the grievance will proceed to the next Step and the time frames will be deemed as waived. Finally, if the grievance is denied outright, it will proceed in accordance with Section 13, however, this procedure may be invoked as a remedy at a later step in the grievance process.

2. Within two weeks of notification of concurrence of the grievance, the officer involved will make arrangements with the Operations Supervisor at his/her facility to schedule a tour(s) commensurate with the number of hours agreed to as bypassed overtime. If these arrangements are not successful, the grievant may reinstate his/her grievance. However, any discussions or decisions reached attempting to resolve the grievance pursuant to this Agreement will not be cited in any arbitration if the parties are unable to schedule the hours of bypassed overtime.

3. Any overtime worked under this Agreement will have no bearing on "work week status" as set forth in Appendix C. Also, no overtime worked herein will impact on crew overtime except when used to prevent "forced" overtime. Further, any overtime worked under this Agreement will not be subject to any grievance or arbitration procedure.

4. The parties will meet on a quarterly basis to review and discuss the Agreement and all pending bypassed overtime grievances.

**14. Dues and Insurance Deductions**

A. The County agrees to deduct from employees' salaries membership dues and/or life, sickness and accident premiums for the Association from employees who voluntarily and individually authorize the County to deduct and transmit monies to the Association and in a manner consistent with the law.

B. The County agrees to deduct from the salaries of its employees premiums for personal lines of Casualty Insurance, such as Auto, Homeowners; etc., for the Association from employees who voluntarily and individually authorize the County to deduct and to transmit monies to the carrier or agent designated by the Association. The carrier or agent designated for this program by the Association may be changed by mutual agreement between the County and the Association.

C. Deductions authorized by any employee will continue as so authorized unless, and until, the employee notifies the County Comptroller, in writing, as to his/her desire to discontinue or to change the authorization.

D. The Association assumes full responsibility for the disposition of the funds so deducted once they are turned over to the Association.

**15. Protection of Employees**

A. All permanent full-time employees will be entitled to the Progressive Discipline Systems, and changes thereto, as developed and directed by the Office of Labor Relations.

Notwithstanding any prior court decisions, arbitration awards or practices to the contrary, this section will be interpreted so that all employees are covered by and subject to the County's Disciplinary Manual and amendments made thereto by the Office of Labor Relations. However, under no circumstances will a full-time, permanent employee be terminated for disciplinary reasons unless he/she is given the opportunity for a Section 75 Hearing. All Section 75 Hearings will be processed through the Office of Labor Relations. The Sheriff or designee will appoint, in writing, the Director of Labor Relations or his/her designee to serve as the Hearing Officer.

1. The employee may elect to proceed to

arbitration in lieu of a Civil Service Law Section 75 hearing, but only where the Sheriff's Office is seeking termination of the employee. In these cases, arbitration will be invoked within 10 days after charges are served and an arbitrator will be selected from a panel as set forth in Section (A)(3). The cost of the arbitration will be shared equally by the parties. Should the Association elect to proceed to arbitration, the employee and the Association will execute a complete waiver of any right as provided by New York State Civil Service Law Section 75 and Section 76 or similar law to appeal an adverse determination by executing the waiver at the time of exercising the arbitration option.

2. If an employee is suspended without pay pending a disciplinary hearing, he/she will not lose, during the period of suspension, any health/medical benefit to which he/she would be entitled as of the time of suspension.

3. If arbitration is invoked, the parties will utilize an expedited arbitration process by selecting an arbitrator from the standing panel of five arbitrators as established in Section 13(B).

4. If the penalty sought is less than termination, then the Sheriff's Office will conduct a Section 75 hearing. However, at the completion of the hearing, if the employee is found guilty of the charges, the penalty to be imposed will not be termination.

#### **16. Seniority**

Subject to the following conditions, the seniority date of each employee is the date he/she was first employed as a Correction Officer within the Sheriff's Office.

A. **Seniority List** - A seniority list will be established and maintained on a continuous basis. It will include the name, seniority date, title and social security number of all the employees. The President of the Association may request and receive a copy of the current seniority list during July and December. This list will be used to determine individual employee preference in vacation, leave rule decisions, job security and transfers in accordance with Section 20(F)(2)(b).

#### **B. Transfers or Interruption of Employment**

1. If, prior to January 26, 1983, an employee

originally commenced employment with the County in the Sheriff's Office as a police/peace officer and interrupted that employment by transferring to another department or title within County employment, or by leaving County employment completely, and returned to the Sheriff's Office as a police/peace officer, and if the interruption exceeded one year, the second employment date within the Sheriff's Office will be used as the seniority date.

2. If, prior to January 26, 1983, an employee originally commenced employment with the County in the Sheriff's Office as a police/peace officer and interrupted that employment by transferring to another department or title within County employment, or by leaving County employment completely and returned to the Sheriff's Office as a police/peace officer, and if the interruption was less than one year, the original employment date with the Sheriff's Office will be used as the seniority date.

3. If, after November 23, 1985, an employee originally commenced employment with the County in the Sheriff's Office as a Correction Officer and interrupted that employment by transferring to another department or title within County employment, or by leaving County employment completely, and returns to the Sheriff's Office as a Correction Officer and if that interruption exceeded one year, the second employment date within the Sheriff's Office will be used as the seniority date.

4. If, after November 23, 1985, an employee originally commenced employment with the County in the Sheriff's Office as a Correction Officer and interrupted that employment by transferring to another department or title within County employment, or by leaving County employment completely, and returned to the Sheriff's Office as a Correction Officer, and if that interruption was less than one year, the original employment will be used as the seniority date.

C. Promotions - The seniority date for employees promoted to a higher rank is that date upon which they were promoted to their present title.

D. Prior Employment - If, prior to January 26, 1983, an employee was employed by the County in some other department prior to employment in the Sheriff's Office, or if the employee was employed in the Sheriff's Office in some other title prior to employment as a police/peace officer, the original date of County or Sheriff's Office employment will be used in determining the amount of vacation and extended sick leave accrued by the

employee and may be considered for retirement purposes if the retirement plan selected by the employee permits this consideration. Any employee hired after January 26, 1983, will have his/her seniority date calculated as his/her original commencement of employment as a Correction Officer with the Suffolk County Sheriff's Office and will not be permitted to carry over accruals from prior employment with other departments of the County.

**E. Abolishment of Position Guidelines** - Any permanent employee whose position is to be abolished will be given 60 calendar days' notice, in writing, by the Office of the County Executive and will be given first preference for any vacant positions in the same or related title areas within the County.

In the event that the County abolishes any job categories which actually result in the termination of any person as an employee of the County, the parties agree to negotiate concerning the effect of the termination on the affected employees.

**17. Eligibility for Benefits**

All full-time employees receive the full benefits. Permanent, part-time budgeted employees will participate in all time accrual benefits proportionate to the number of hours worked per day.

**18. Personnel Files**

**A.** Upon request and at reasonable intervals of time, an employee will be permitted to examine his/her official Sheriff's Office personnel file.

**B.** Employees will be permitted to reproduce, once a year, upon their request, any material in their personnel file.

**C.** There will be only one Sheriff's Office "employee personnel file" except as otherwise agreed upon by the Director of Labor Relations and the President of the Association.

**D.** No material will be placed in the file unless the employee has had an opportunity to read the material, and affix his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its contents. If the employee refuses to sign the copy, the supervisor may insert the material in the file after adding to it and signing the following statement: "I hereby

certify that the employee named above has seen and read this material but has refused to affix his/her signature hereto", witnessed by an Association official.

E. The employee will have the right to answer any material filed, and his/her answer will be attached to the filed copy. The employee has 30 calendar days of the date on which the material is placed in the personnel file within which to answer, if he/she so chooses.

#### **19. Bill of Rights**

All employees will be entitled to the protection of what will be hereafter termed as the "Bill of Rights" and which provides as follows:

The Sheriff's Office will establish the following procedures to govern the conduct and control of investigations. The wide ranging powers and duties given to the Sheriff's Office and its employees involve them in all manner of contacts and relationships with the public and inmates committed to care and custody of the Sheriff. Out of these contacts come many questions concerning the actions of employees. These questions often require immediate investigation by officers designated by the Sheriff. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

A. The interrogation of an employee will be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for daytime. If overtime is incurred by reason of an interrogation, the employee will be given all overtime compensation as set forth in this Agreement.

B. The interrogations will take place at a location designated by the investigating officer. Usually it will be at the command to which the investigating officer is assigned or at the site within which the incident allegedly occurred.

C. The employee will be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and of all persons present during the interrogation, and will be advised of his/her right to adjournment in order to have his/her counsel and/or Association representative present.

If an employee is directed to leave his/her post and report for interrogation to another command, his/her command will be promptly notified of his/her whereabouts.

D. The employee will be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that an employee being interrogated is the target of a criminal investigation or a witness only, he/she should be so informed at the initial contact.

E. The questioning will not be overly long. Reasonable respites will be allowed. Time will also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

F. The employee will not be subjected to any offensive language, nor will he/she be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward will be made as an inducement to answering questions.

G. The formal interrogation of an employee who is the subject of a disciplinary investigation will be recorded mechanically. All recesses called during the questioning will be entered on the record. The employee or his/her counsel may request of the Sheriff and receive a recording of the record at the employee's expense within a reasonable time after the interrogation. This re-recording will be made in the presence of the Association representative during the period of administrative leave.

H. If an employee is under arrest or is likely to be, that is, if he/she is a suspect or target of a criminal investigation, he/she will be given his/her rights pursuant to the Miranda decision.

I. Except as provided in "H", the law imposes no obligation, legal or otherwise, on the Sheriff's Office to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a superior officer about his/her employment or matters relevant to his/her continuing fitness for duty. Nevertheless, in the interest of maintaining the usually high morale of the force, the Sheriff's Office will afford an opportunity for an employee, if he/she so requests, to consult with counsel and/or with a representative of the Association

before being questioned concerning a serious violation of the Rules and Procedures, provided the interrogation is not unduly delayed. However, in these cases, the interrogation may not be postponed for purposes of consultation past 10 a.m. of the day following the notification of interrogation. The employee will have the right to have his/her counsel and/or the Association representative present to assist him/her during the interrogation. During the interrogation, the Association representative will act as an observer only.

J. The Sheriff's Office will not administer the polygraph to employees for any reason.

**20. Miscellaneous**

**A. 1. Shift Change Notification** - Whenever practicable, the County will give 10 working days' written notice to an employee before changing his/her shift. Notice may be waived by the mutual consent of the Sheriff's Office and the employee. The County will bear the burden of proving that it was impractical to give the 10 days' notice. This will not be used as a device for discipline.

**2. Shift Assignment** - Shift assignments will be determined on the basis of seniority as defined in Section 16 and job classification.

**B. New Employee Orientation** - A representative of the Association will be permitted to make one contact during regular hours with each new employee to explain the Association's role as the employee's bargaining agent and to orient the employee with respect to benefits available. The Association's representative will make this contact during his/her allotted release time. The new employee will be using his/her own time (for example: coffee break, lunch break) and not County time. The Association will be notified of each new employee not later than the end of the first payroll period.

**C. Training**

**1.** A mandatory training program will be developed for peace/police officers, which will be implemented as soon as practical after hiring and will consist of appropriate training programs.

**2. Firearms Training** - All employees will receive Firearms Training once per year. Employees receiving Firearms Training on a non-work day will receive pay at time and one half for all hours engaged in the training, with mileage to and from

the site in addition to a meal allowance to be reimbursed by the County, in accordance with 20(H)(1). Effective June 16, 2015, travel time and mileage, if applicable, will be waived should the Sheriff's Office conduct firearms training at F6 labs in Nassau County.

**3. Training Committee** - The parties will establish a Committee to be made up of three representatives designated by the Association President, one Labor Relations representative and two Sheriff's Office representatives, to discuss and promulgate the implementation of annual training procedures. This Committee will meet no less than four times per calendar year.

**D. Off-Duty Weapons** - It will be optional for a police/peace officer to carry his/her weapon when not on duty.

**E. Emergency Conditions** - The Sheriff will be notified by the County Executive or his/her designee that, due to an emergency condition, certain and/or all of the employees may leave a work site. It will be solely determined by the County Executive or his/her designee as to whether the employees will be required to charge the time to their accruals.

Those employees who are required to stay on duty will receive only their regular pay. The assignment of those who stay on the job site will be done on a rotating basis.

**F. Transfers/New Positions or Vacancies**

**1. Reassignments or Promotions** - In the event that an employee is reassigned or promoted within the career ladder from one position to another within the Sheriff's Office, the employee will transfer with all earned privileges, personal days, vacation and sick time accrued by him/her.

a) When a full-time employee receives promotion, he/she will move to the appropriate rate of his/her title.

b) When an employee is appointed to a position covered by the Agreement, he/she will be placed in the entire level step of that position.

c) Only the President of the Association and the Director of Labor Relations may reallocate a grade, grades a step or steps of all titles covered by this Agreement.

d) When a new title is approved by Civ

Service, if this title appropriately is covered by this Agreement, the President of the Association and the Director of Labor Relations will determine what grade this new title will be placed in.

e) 1) The Sheriff will have the sole authority to assign designated employees to perform duties /assignments as directed by the Sheriff, with the assignments being in the nature of an aide.

2) These assignments will be at the sole discretion of the Sheriff regardless of rank and/or seniority.

3) There will be no more than four employees assigned in this capacity at any time. Effective May 5, 2009, the Sheriff, in his/her sole discretion, may designate one additional employee of the bargaining unit (for a total of five) to work in the Administration Office of the Sheriff, notwithstanding any contrary contract provision or practice including, but not limited to, transfers, shifts, seniority, posting; etc.

4) The Sheriff retains the sole right to reassign an individual out of this special assignment at his/her sole discretion.

f) Supervisory Assignments

1) The Sheriff will have the sole authority to assign Sergeants to perform duties/assignments as directed within the Unit Supervisor work group.

2) The Sheriff retains the sole right to reassign any individual within the Unit Supervisor work group.

3) Units can be created, modified, and/or eliminated based on the needs of the Sheriff's Office, at the sole discretion of the Sheriff.

4) Unit Supervisors may be assigned to preclude forcing.

5) Any permanent change in shift assignment will be in accordance with this Agreement.

6) The parties can meet any time within the first six months of this assignment to confer on the continued assignment of an employee in the Unit Supervisor work

group. Should this conference result in the reassignment of the employee from a Unit Supervisor position to a previous Crew assignment, then the employee, the warden or designee, and an Association representative (at the employee's request) will be present. Should the parties still not agree, the Sheriff, in his/her sole discretion, will make the final determination.

7) If an employee is reassigned from a Unit Supervisor position to a Crew Supervisor position within the first six months as described above, then the next senior applicant from the original list will be assigned as a Unit Supervisor. Should a vacancy come into existence after the six month period, a new posting will be required.

8) Lieutenants will continue to be assigned in accordance with past practice, as it has been practiced since February 2003. Overtime and vacation picks will be in accordance with past practice.

9) No assignments under this Section will be for punitive reasons.

2. **Notification** - The Association recognizes the County's right with regard to transfer. The parties agree, however, that a substantial degree of stability is desired. Therefore, (a) notice will be presented by posting, a copy forwarded to the Association, for impending or existing vacancies prior to the filling of such vacancies, as soon as notice can be reasonably given; and (b) in filling these positions and in the case of transfer, strict seniority will prevail unless the Sheriff's Office establishes that the senior applicant does not possess the minimum qualifications for the job.

3. **Postings** - The Sheriff's Office will post new positions or vacancies for a period of not less than five working days.

4. **Temporary Transfers** - Temporary assignment provisions including, but not limited to, all temporary positions, must have a 45 calendar day limit, or be re-posted for a permanent position. Except for training, hardship or medical disability, all contractual posting/seniority provisions will apply.

G. **Travel by Employees Outside of Suffolk County**

1. When an employee is assigned to transport a prisoner from Suffolk County to an institution outside Suffolk

County and to transport the prisoner to Suffolk County, and when the assignment will consume more than one working day, advanced traveling expenses will be provided in the following manner:

a) Prior to receiving a travel advance, the Sheriff's Office will determine the monetary needs of the assigned employees. They will be required to sign a travel advance form, furnished by the Sheriff's Office, acknowledging the obligation to repay funds not spent and to make an accounting to the Sheriff's Office's Accounting Department within 48 hours of their return to Suffolk County and further acknowledging the penalty for non-payment of advanced funds to the Accounting Department.

b) When the assignment requires two continuous working days, or a significant part thereof, each employee so assigned will be supplied with an advanced meal allowance for four meals at the rate in Section 20(H). Each employee so assigned will be furnished with an advanced lodging allowance of \$50 for one night; one employee so assigned will be supplied with the necessary tolls needed to complete the assignment; and one employee so assigned will be provided with a brown bag meal allowance of \$3 for each prisoner to be transported, provided the prisoners are not furnished a meal from the institution they are leaving, and further provided the prisoners are actually in the employee's custody during a substantial period of time which includes a traditional meal period, when a denial of a light collation would subject the prisoners to undue hunger or discomfort.

c) When the assignment requires three continuous working days, or a significant part thereof, each employee so assigned will be supplied with an advanced meal allowance for eight meals at the rate in Section 20(H). Each employee so assigned will be furnished with an advanced lodging allowance of \$100 for two nights, one employee so assigned will be supplied with the necessary tolls needed to complete the assignment; and one employee so assigned will be provided with a meal allowance of \$3 for each prisoner to be transported under the same conditions referred to in part (b) of this section.

The value of the employee's meal allowance is subject to the conditions stated in other parts of this Agreement.

2. The repayment process must commence immediately upon completion of the assignment. Not later than the work day

following the assignment's completion, each employee is required to furnish the Accounting Department with a properly completed work sheet and signed Claim Voucher. This voucher will also be signed by the Sheriff's Office and forwarded to the Suffolk County Department of Audit and Control for payment. All requirements and regulations of the Department of Audit and Control which are associated with the proper submitting of claim vouchers for payment by the County must be complied with. This includes the requirement that receipts for all expenditures of \$1 or more must be included. If receipts are not attached, payment for the unsubstantiated amount will not be required by the Sheriff's Office and that portion will be the responsibility of the employee submitting the voucher.

Should the employee spend more than the original allocation, an additional claim voucher will be made out for the excess amount spent and such voucher will be paid to the employee from the Sheriff's Office's Petty Cash Fund.

At the time the employee is required to complete the work sheet and claim voucher, reimbursement should be made to the Sheriff's Office for any advancement monies for which there are no receipts available, or which have not been spent. Failure to do so will result in the immediate withholding of the employee's next payroll check until full payment is received. The employee's payroll check will then be released.

Employees are eligible for a meal allowance on County business in or outside of the County. It has been the practice of the County to make payments for meal allowances when an employee is required to perform his/her duties outside the County during his/her meal period.

Since certain employees work a shift which is other than the normal shift worked by other County employees required to be out of the County during their lunch period, the following will clarify:

**H. 1. Meal Allowance While Outside the County** - An employee will be entitled to meal allowances when working outside of the County as long as he/she is absent from the County no sooner than 3 1/2 hours from the start of his/her shift and/or does not return to the County more than 5 1/2 hours from the start of that shift. Therefore, an employee out of the County from 3 1/2 hours from the beginning of his/her shift to 5 1/2 hours from the beginning of that shift, will be entitled to a meal allowance.

**Note:** It is understood that this provision applies only to those employees working other than a normal shift who are required to be out of the County during their lunch period. Employees working within the County receive meals in accordance with the overtime provisions of the Agreement.

**2. Meal Allowance/Overtime While in the County** - Employees will receive a meal allowance when they are required to work four consecutive hours either before or after a normal work day or are required to report to work on a regular day off or a scheduled holiday. The amount of the meal allowance will be \$12.

Those employees who normally are supplied with a meal (in-house or out-of-house) may continue to receive these meals in lieu of various allowances.

**I. Tuition Reimbursement**

**1.** The County will establish rules and regulations on which an in-service program of training will operate, pursuant to which the County will provide 75% of the cost of approved courses of study upon the successful completion thereof by the employee.

**a)** Reimbursement will be approved on a course of study basis and will include all required courses mandated by the educational institution for the completion of the course of study approved.

**b)** Required classes, which comprise the requirements necessary to obtain a certificate, will be inclusive of the terms for other approved courses of study.

**c)** Rate of reimbursement will be at 75% of the cost per credit hour in addition to any agreement between the County and the institution attended (e.g., reduced tuition rate).

**d)** Each participant in the program will be eligible for reimbursement for a total of 12 credit hours per fiscal year.

**J. Association Notices and Communication** - The Association will have the right to post notices and other communications for a reasonable period of time dealing with proper legitimate Association business, on Plexiglas bulletin boards supplied by the Association in areas as mutually agreed upon. These boards remain the exclusive property of the

Association. The notices will show a date upon which the notices are to be removed from the bulletin boards by the County. In the event that the notice contains no date of removal, the County may remove the notices at its discretion.

**K. Health & Safety Procedures** - If an employee believes that a condition hazardous to health and safety exists, then the employee will follow the Health and Safety Grievance Procedure set forth in Suffolk County Local Law 7-1980, as amended.

**L. Catastrophic Event** - In case of a catastrophic event (e.g., suicide), the employee(s) directly involved will be permitted the remainder of his/her shift and the next day off on administrative leave.

**M. Civil Service Promotional List** - The President of the Association, or his/her designated representative, will be permitted upon request to inspect and copy the Civil Service promotional list during regular office hours of the Civil Service Department.

**N. Missing Payroll Check** - If a check is not given to an employee on a payday and the employee has complied with all necessary requirements of the County, the following will be done:

1. The employee will notify his/her Payroll Clerk no later than 9:30 a.m. of the next work day.

2. The Payroll Clerk will notify Audit and Control no later than 11 a.m. of that same day.

3. A replacement check will be issued no later than 4:30 p.m. of that same day. The employee will be responsible to pick up his/her replacement check, with no loss in time.

**O. County Tie-Line** - The County will provide a County telephone line in the Association office to be used by the Association Officers to administer this Agreement and to execute the duties of their offices.

**P. Sheriff's Office Vehicles** - All newly ordered radio patrol cars, both marked and unmarked, will be provided with air conditioning and split front seats.

**Q. Clarification of Existing Conditions** - Except as otherwise herein specifically provided, nothing herein will be

deemed to impair any existing conditions of employment more beneficial than those provided herein.

R. Drug Testing - See procedure in Appendix D.

S. Transportation - The assignment of prisoner transportation to any employee will be at the sole discretion of the Sheriff.

T. Printing Agreement - The parties agree that, within a reasonable period of time after the approval by the County Legislature, printed copies of the fully executed Agreement will be made available to both parties.

U. Direct Deposit - All employees will be offered the opportunity to participate in a direct deposit program.

V. Utensils - The County will provide a continuous supply of eating utensils that will be available on a daily basis in the Officer's dining room at each facility. Should a dispute arise concerning this clause the parties agree to submit the dispute to Arbitrator Elliott Shriftman.

W. Orders, Directives & Policies - The Association will be furnished with a copy of all general, special and personnel orders, directives and policies issued by the Sheriff's Office.

X. Effective June 16, 2015, all contractual provisions for spouses will be extended to domestic partners if certified or qualified pursuant to the requirements for healthcare pursuant to the EMHP agreement (effective 1/1/2012) or any other NYS or federal healthcare plan. A domestic partner receiving surviving spouse benefits must annually certify that s/he is not in a domestic partnership or married.

Y. No employee will be subject to layoff for reasons including, but not limited to, budgetary, policy, legislative, executive, pension cost, healthcare cost, inflation, revenue, staffing needs, contracts, privatization; etc. It is the intent of the parties to list all possible bases for layoff of employees in accordance with NYS statutory and case law and decisions.

## 21. Labor Management Committee

A Labor Management Committee will be formed to meet as necessary for the purpose of discussing matters of mutual interest involving employer/employee relationships. This

committee will consist of three representatives from management (one will be from the Office of Labor Relations) and three members of the Association (one of whom will be the President of the Association).

**22. Probation**

Employees will serve a 12 month probationary period.

**23. Laws (Applicable to Agreement)**

This Agreement and all provisions herein are subject to all applicable laws and, in the event any provision(s) of this Agreement is determined to be invalid or in violation of any law, the provision(s) will not be binding on either of the parties but the remainder of this Agreement will remain in full force and effect as if the invalid or illegal provision(s) had not been part of this Agreement. In that event, the parties will commence bargaining for the purpose of agreeing upon a substitute valid provision(s), which will then be included in this Agreement. If, within 60 days of the commencement of this bargaining, the parties are unable to reach agreement on a substitute valid provision(s), then the matter will be referred to arbitration in accordance with provisions of this Agreement.

**24. Deferred Compensation**

The County agrees to continue offering the Deferred Compensation Program to all employees. The Deferred Compensation Program will have an oversight panel to make recommendations to the County Executive for his/her designation of financial and/or administrative providers. The panel will also review and render final determinations regarding hardship matters, carry out any other responsibilities as provided for in State Finance No. 5, the Rules and Regulations promulgated thereunder and any other applicable Federal or State laws, rules, or regulations, as well as any other matters mutually agreed to by the parties. The Association will have a representative on the oversight panel.

**25. Court Obligations/Jury Duty**

Employees who are called in to serve jury duty or who are subpoenaed for court appearances in connection with their official County duties will continue to receive their regular pay notwithstanding required absences from the job. In the case of the employee's call to jury duty, the pay he/she receives for this service on scheduled duty days is to be turned into the County, but any mileage allowance may be retained by the employee. This Section does not apply to court appearances regarding personal concerns of the employee.

**26. Reopener**

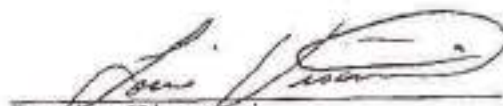
The Association will be entitled to re-open negotiations over terms and conditions of employment in the event that the DSPBA agrees to a collective bargaining agreement or is awarded through interest arbitration a change in overall terms and conditions of employment for the period 2011-2018 inconsistent with the pattern set forth in the 2011-2018 Agreement.

**27. Term of Agreement**


Except as otherwise provided herein, the terms of this Agreement will become effective for an eight year period from January 1, 2011 through December 31, 2018.

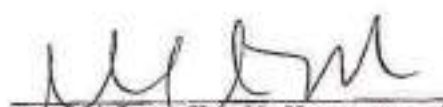
IN WITNESS WHEREOF, the parties have duly executed this Agreement this \_\_\_\_ day of \_\_\_\_, 2016.

SUFFOLK COUNTY CORRECTION  
OFFICER'S ASSOCIATION:

  
Louis Viscusi,  
SCCOA President

COUNTY OF SUFFOLK:

  
Steven Bellone,  
Suffolk County Executive

  
Jennifer K. McNamara, Esq.,  
Director  
Office of Labor Relations

## Appendix A

### CHILD CARE LEAVE

#### **A. Child Care Leaves, Generally:**

1. Leaves will be granted by the Sheriff's Office for child care in accordance with the following rules and regulations.
2. The employee should give reasonable notification of intent to take the leave so that arrangements may be made by the Sheriff's Office for a necessary replacement of the employee during the period of leave.

#### **B. Child Care Leave:**

1. A child care leave will be granted upon application in accordance with these guidelines to a natural or adoptive parent of either sex. A child care leave will be granted in the case of an employee and/or multiple births in accordance with the following:
  2. Only one parent may be on a child care leave at any given time.
  3. A child care leave may commence no earlier than the date of the birth of the child.
    - a. The commencement of a child care leave in connection with an adopted child will be directly related to the date the child is placed in the home.
  4. Child care leaves may be granted to a maximum of 12 months.
    - a. However, in no case will an employee be permitted a combination of disability and child care leave which extends beyond a one year period inclusive of any disability leave (e.g., an employee who starts a disability leave four weeks before the date of delivery and uses accumulated time for the first eight weeks after the birth, may only take a child care leave of up to nine months).
    - b. Any employee who does not commence child care leave immediately upon termination of a disability leave and/or any employee who does not commence child care leave upon the birth of the child and/or any adoptive parent employee will have the length of child care leave computed as follows:

<u>Age of Child Upon Start of Leave</u>	<u>Maximum Permissible Child Care Leave</u>
Birth up to 2 months	10 months
3 months	9 months
4 months	8 months
5 months	7 months
6 months	6 months
7 months	5 months
8 months	4 months
9 months	3 months
10 months	2 months
11 months	1 month

c. No child care leave will be permitted for a child one year or older, except:

1) Where there are mitigating circumstances (such as, an infant who has required extensive hospitalization) and where the employee has returned to work and did not avail her/himself of a child care leave, the employee may make application to the Office of Labor Relations for special consideration for a child care leave extending beyond the child's first birthday.

2) Where an adoptive parent can show that an adoption agency necessitates the adoptive parent to be at home with an adoptive child over the age of one year, the adoptive parent may make application to the Office of Relations for a child care leave of a four week period.

d. No employee will be permitted to use any type of leave accruals during a child care leave, except where an employee has a pre-scheduled vacation period falling within the time period for which he/she has been granted a child care leave. The employee will be entitled to utilize that vacation accrual during the child care leave period. An employee is not permitted to use other type of leave accruals immediately preceding or after the leave, except a disabled employee may utilize all applicable disability leave accruals (regardless of type) immediately before or after child care leave.

e. Nothing herein will be construed as to contradict the minimum benefits required under the Family and Medical Leave Act.

## APPENDIX B

### Medscope Agreement

1. The purpose of this Agreement is to enable the Sheriff's Office and the Association to resolve disputed cases of illnesses or injuries (physical or mental) resulting from incidents which reportedly occurred while employees were performing their official police/peace duties whether on or off duty. Section 207-c of the General Municipal Law ("207-c") requires a due process hearing to resolve these disputes. The parties wish to resolve these disputes in a prompt, fair and equitable manner and consequently have agreement that these issues in dispute may be resolved through the use of an employee option to utilize an independent medical consulting service and/or arbitration in lieu of the above-stated due process hearings.

2. Issues which will be affected and/or determined by the use of an independent medical facility are as follows:

(a) Whether a physical illness or injury (physical or mental) suffered by an employee was incurred in the performance of his/her duties.

(b) Whether a current illness or injury (mental or physical) is a recurrence or aggravation of a prior illness or injury (mental or physical) which occurred in the performance of police/peace duties.

(c) Whether an employee who incurred an illness or injury (mental or physical) as the result of the performance of police/peace duties has sufficiently recovered and is physically and mentally able for either temporary limited duty assignments or full-duty.

For the purposes of this Agreement, temporary limited duty will be determined by the hearing officer or medical consulting service.

3. The Sheriff's Office may dispute the validity of an employee's original illness or injury allegedly incurred in the performance of police/peace duties, as set forth in paragraph 2(a) above, within 30 calendar days of the date the Sheriff's Office is notified of the illness or injury. The employee may elect to have the dispute resolved at a due process hearing conducted pursuant to 207-c or by an independent arbitrator selected pursuant to Section 13(B) of this Agreement. In

addition, at the request of either the Sheriff's Office or the Association, the employee may be required to submit on a timely basis to the designated medical consulting service described hereafter for a full medical evaluation, which will be submitted into evidence at the arbitration proceeding or 207-c hearing established to resolve the causal connection dispute. The decision of the arbitrator or hearing officer designated to conduct the arbitration or the 207-c hearing will be final and binding on the Sheriff's Office and the employee with respect to the issue of causal connection.

4. In cases where an employee alleges a recurrence or aggravation of a prior line-of-duty injury as set forth in paragraph 2(b) above, which is disputed by the Sheriff's Office, the employee may elect to have the dispute resolved at a due process hearing conducted pursuant to 207-c or by the medical consulting service. The decision of the hearing officer designated to conduct the 207-c hearing or the medical consulting service will be final and binding on the Sheriff's office and the employee.

5. In disputed cases where the Sheriff's Office believes that an employee who has been out of work as a result of a prior line-of-duty injury or illness (mental or physical) is capable both physically and/or mentally of performing either temporary limited duties or full duties as set forth in paragraph 2(c) above, the employee may elect to have the dispute resolved at a due process hearing conducted pursuant to 207-c or by the medical consulting service. The decision of the hearing officer designated to conduct the 207-c hearing or the medical consulting service will be final and binding on the Sheriff's Office and the employee.

6. Upon the election of the options described in paragraphs 3, 4 and 5, the employee must waive his/her right to appeal any adverse determination, as well as any other right as may be granted by 207-c. Within 48 hours after notification by the Sheriff's Office to the employee and the Association of the existence of a disputed injury or illness as described in paragraphs 3, 4, and 5, the employee, or the Association acting on his/her behalf, must select an option. If an employee, or the Association acting on his/her behalf, fails to select an option within the required time frame, the Sheriff's Office may proceed with a hearing as provided for under 207-c. Appointments with the medical consulting service will be scheduled within seven calendar days following the selection by the employee. An employee, upon written request, will be granted a delay in the

scheduling of the appointment for the purpose of securing medical reports as described in paragraph 10. The parties agree, however, that the employee must submit to an examination within 28 calendar days of the date the dispute arose notwithstanding whether the records have been obtained.

7. Any dispute as set forth in paragraph 2 above will be resolved in accordance with the terms of this Medscope Agreement.

8. The use of a medical consulting service will be established by separate letter agreement, the terms of which will coincide with the time periods of the collective bargaining agreement. The medical facilities being utilized to carry out the intent of this Agreement may be changed at any time with the consent of the County and the Association. If the parties are unable to agree on the selection of a medical facility, then the parties will select an arbitrator pursuant to Section 13(B) of the Agreement. At the arbitration of the issue, both parties will submit the names and qualifications of those medical facilities located in Nassau or Suffolk Counties. The arbitrator will conduct a hearing and make a determination regarding the selection of the facility to be utilized during the existing term of the collective bargaining agreement.

9. The medical consulting service will determine an employee's inability or fitness to perform temporary limited duty or full-duty and whether the condition is of a temporary or permanent nature. If the condition is considered to be of a limited duration, then the medical consultant will establish a date for that officer's re-evaluation. The parties agree that the examining physician assigned by the medical consultant service will complete the MEMBER'S PHYSICAL CONDITION AND RESTRICTIONS REPORT upon completion of the evaluation. The Sheriff's Office will assign officers limited to restricted duty to duty assignments consistent with the restrictions noted on the report. Disputes concerning restricted duty assignments will be resolved in an expedited basis by Arbitrator Martin Scheinman.

10. Medical consultants, prior to making their determination, will receive copies of the employee's diagnostic reports, x-rays, lab reports, hospital records and other clinical evidence as the parties may deem relevant, which would enable the consultants to render their own objective determination. Records may not be unilaterally submitted to the medical consultants. All records will first be screened at a joint meeting of the representatives of both parties who will then forward the documents to the medical consulting service.

11. The Sheriff's Office agrees to retain all employees subject to the medical disputes described in paragraph 2(c) on full pay, line-of-duty injury status (401, 207-c), until the date on which a decision is rendered by the hearing officer, arbitrator or medical consultant. The parties agree, however, that if the Sheriff's Office prevails on the issue, then the employee will be transferred from 401 to 301 status effective the date the decision is rendered or the 15th calendar day after the dispute arose, whichever occurs sooner. However, in the event the medical consultant does not render a decision on or before the 15th calendar day after the dispute arose, through no fault of the employee, including the procurement of medical documentation or statements, the transfer from 401 to 301 status will be effective the date of the decision.

12. If it is determined that an employee is not entitled to 207-c benefits, but is entitled to workers' compensation benefits, he/she will continue to receive his/her normal full salary for a period not to exceed 12 weeks (effective June 16, 2015, 26 weeks for any employee not then on Workers' Compensation benefits. Employees receiving workers' compensation benefits for more than 12 weeks on September 17, 2012, will not be required to repay benefits in excess of 12 weeks). In the event that the determination is that the employee is not entitled to workers' compensation benefits, the workers' compensation board will make a final determination that will affect workers' compensation benefits only. Until the final determination is made in controverted workers' compensation cases, employees may utilize all accrued leave time allowances and receive pay for days not worked because of the injury. In the event of a finding that the employee is able to perform "light duty" or in the event of finding of a permanent disability, compensation will no longer be payable. The Association recognizes the County's right to use the County doctor and to send notification that employees are being assigned to light duty under the workers' compensation provisions of this Agreement.

13. The Sheriff's Office agrees that upon a favorable determination to the employee stemming from a dispute described in paragraphs 2(a) and 2(b), the employee will be credited with line-of-duty illness or injury status retroactive to the date of the illness or injury or recurrence of same.

14. Following the return to work by an employee in a limited or restricted duty capacity, the effect of which subsequently may render the employee incapable of performing limited or restricted

duty, the employee will be re-examined by the medical consultant service, provided that the officer presents to the Sheriff's Office at his/her own expense a detailed report from a medical doctor specifying the changes that occurred in the employee's condition since his/her prior examination by the medical consultant service and how these changes have resulted in a deterioration of the condition. The parties agree that the employee will remain on 301 status while out of work and be charged with a reduction of leave accruals during the pendency of this re-examination period. Should the employee be found unfit for limited duty upon re-examination due to the line-of-duty injury or illness, then his/her sick leave deductions will be restored retroactive to the date the Sheriff's Office was notified by the physician of the change in condition.

15. The Association will reimburse the County for fees incurred up to a maximum of \$700 per year.

16. The Independent Medical Facility (IMF) will set forth a time period when the employee will again be re-evaluated. The Sheriff's Office's Medical Evaluation Unit (MEU) may re-evaluate the employee within one month of the date set by the IMF.

17. Re-evaluation by the MEU may be included in the package sent to the IMF for subsequent re-evaluation, but may not change the employee's current status.

18. Sheriff's Office personnel will continue to schedule appointments with the IMF.

19. Labor Relations will continue to act as the liaison in settling internal Medscope disputes between the Association and the Sheriff's Office.

## APPENDIX C

### **THE OPPORTUNITY FOR AND OBLIGATION TO PERFORM OVERTIME FOR CORRECTION OFFICERS EFFECTIVE SEPTEMBER 9, 1996 (REVISED JULY 1999)**

#### **OVERTIME STATEMENT:**

Overtime opportunity or obligation will be allocated by seniority on a rotation basis.

#### **OVERTIME PROCEDURE:**

1. The job site volunteer list will be established using the following:

A. First preference by seniority will be given to the personnel regularly assigned to the job site crew or unit that immediately precedes the shift requiring the overtime position or positions.

B. If there is not a sufficient amount of volunteers on the shift immediately preceding the shift requiring the overtime, volunteers who are regularly assigned to that job site crew or unit and who are on the following tour to the shift requiring the overtime positions, and who are on the volunteer list, will be called in to work, by seniority, on a rotating basis.

C. If there are still not enough volunteers, preference by seniority will be given to regular assigned job site personnel who have volunteered from other crews or job assignments. This group would also include "break in service" personnel.

D. If there are still not enough volunteers, preference by seniority will be given to the job-site personnel on regular days off.

E. If there are still not enough volunteers, preference by seniority, will be given to alternate job-site personnel working adjacent tours.

(1) Preceding tour.

(2) Following tour.

F. If there are still not enough volunteers, preference by seniority, will be given to alternate job-site personnel on regular days off.

G. If there are still not enough volunteers, preference by seniority, will be given to regularly assigned job-site

personnel who have volunteered and are on vacation, compensatory time, personal time and/or X-days.

H. If there are still not enough volunteers, preference by seniority will be given to alternate job-site personnel who have volunteered and are on vacation, compensatory time, personal time and/or X-days.

I. After the above outlined procedures have been exhausted, this will now, for all other applications, be considered the bottom of the volunteer list.

2. Personnel must be specific and clear as to job-site and amount of overtime that they are volunteering for. First or second preference of overtime hours to be worked. **Example:** 1st choice, 5 hours, 2nd choice, 7.5 hours (5/7.5 hours). Personnel must sign up for volunteered overtime by:

1:00 p.m. on the 7-3 shift  
6:30 p.m. on the 3-11 shift  
5:00 a.m. on the 11-7 shift

There will be no excuses nor exceptions in that everyone has ample opportunity to sign up for overtime.

3. Reverse doubles constitute a double shift.

4. Special service units on the site will have a separate seniority list. These special areas will utilize their own personnel for overtime in their areas before utilizing the regular crews. Personnel assigned to special service units will be afforded the opportunity for overtime regardless of work week assignments. Should a situation arise that warrants overtime in a special service area, and no permanent special service personnel are available, then the overtime for that shift may be selected from the regular crew volunteer list by seniority. On site special service officers may volunteer for out of unit job-site positions after the procedures outlined in sections "1A" and "1B" of this Appendix have been exhausted. Volunteers will be selected by seniority on a rotating basis. The following Special Service Unit volunteer list protocol will be used:

A. Regularly assigned unit personnel immediately preceding overtime position.

B. Regularly assigned unit personnel immediately following overtime position.

C. Regularly assigned unit personnel from other non-adjacent job assignments (break in service).

D. All job-site unit personnel on RDO's.

E. Alternate job-site unit personnel working adjacent tours.

(1) Preceding Tour.

(2) Following Tour.

F. Alternate job-site unit personnel on RDO's.

G. Regularly assigned job-site unit personnel on vacation, compensatory time, personal time or X-days.

H. Alternate job-site unit personnel on vacation, compensatory time, personal time or X-days.

I. Crew personnel from the job-site volunteer list.

5. Regardless of shift assignment, if there is any break in service between an employee's regular shift and the shift requiring overtime, the procedure in Section "1C" of this Appendix will apply.

6. Yard officers working in Riverhead or Yaphank are considered day workers. Yard personnel will be utilized in their own area first. Yard personnel's seniority will be recognized with the 7-3 shifts they are working with. **Example:** A yard officer wants to volunteer for overtime after his/her regular 7-3 shift, he/she can volunteer using his/her seniority for 5 or 7.5 hours; conversely he/she is also forcible in his/her seniority order (5, 7.5 hours).

7. Each job site, Correction Facility in Riverhead and Yaphank, Hospitals, DWI Facility, Academy, etc., will maintain its own overtime list (volunteer/force) in accordance with Sections "1A" through "1I" above.

8. **Call-in Volunteers:** The most senior employee will be the first to be called for an overtime assignment. Should there be no answer at his or her home, or if the employee declines, the Lieutenant (or officer making the call) will so note and call the second most senior employee. If a message is left with the employee's spouse or on the employee's answering machine, that employee will have 10 minutes to return the call and accept the

overtime or the next senior employee will be called. If a senior employee had volunteered for a preferred number of overtime hours, and when called those hours were not available, but afterwards those hours do become available (e.g. late sick call,) that employee will be called back and afforded the preferred hours.

9. All volunteers must be called at home for the 11-7 tour no earlier than 6:30 p.m. All volunteers must be called at home for the 7-3 shift no earlier than 5:30 a.m.

10. Any overtime worked on a day off will have no bearing on seniority status before or after a work shift. (Example: An employee can volunteer for overtime on the first day of his/her regular working shift having worked the day before on his/her last day off.) Any employee may volunteer during his/her days off using his/her seniority every other day. Overtime worked during days off will have no bearing on the work week status. (Example: An employee may be forced on the first day of his/her work shift even though he/she worked previously on the last day of his/her days off. Employees on their day off working on the job-site for overtime may volunteer for an additional overtime but must be placed in position as defined by Sections 1(D) (F) (G) & (H) as appropriate.

11. Eligibility to work overtime will be determined as follows:

A. An employee's work week will consist of workdays 1 through 5, no reference will be made to calendar dates.

B. Any overtime shift worked (before or after a regular shift) will be credited to the workday of the regular shift. (Example: Officer Jones on shift 1 working 3-11, regardless of overtime being done on the (7-3) or the (11-7). Officer Jones will be credited for having worked overtime on day 1.)

C. When an employee worked overtime on day 1 of his/her work week, he/she will be placed on the bottom of his/her section of the overtime list on day 1. This employee will again be placed in his/her regular seniority position for overtime shifts prior to or immediately following his/her regular shift on day 3.

D. In a forcible situation, no consideration will be given to an employee as to whether he/she worked overtime before or after a shift. (Example: Both Officers Jones and Smith are

working 3-11 on day 3 as their regular work day. Officer Jones works overtime prior (7-3) to his/her regular shift. Officer Smith works overtime after (11-7) his/her regular shift. Both officers are forcible on day 5 of their regular shift.) Overtime will be assigned strictly according to seniority.

**E.** A worked overtime will be considered as a worked overtime regardless of the amount of overtime worked (5, 7.5). Any overtime under 5 hours does not count as a qualified overtime in a force situation. (**Example:** Officer Jones worked 5 hours overtime on day 3. Officer Smith works 7.5 hours on day 3. Both officers are forcible on day 5 regardless of the amount of hours worked by both officers. Their overtime status will be assigned solely on the number of qualified overtime worked and seniority on day 5.

**F.** All lists for overtime will be maintained by the duty lieutenant or his/her designee as follows: The duty lieutenant, or his/her designee, will be responsible for recording all overtime worked during his/her weekly work shift. After the senior employee has worked an overtime shift, he/she will then be placed at the bottom of the applicable portion of the volunteer overtime list for the next day. This list will rotate every other day. (**Example:** A senior employee may be placed at the top of the list every other day.) Should there be no volunteers, the least senior employee will be ordered to work. Any employee who has not worked a qualified overtime within that five day work week will be forced to work overtime accordingly to his/her ranking before forcing an employee who has already worked a qualified overtime that week. All overtime worked will be recorded by the duty lieutenant or his/her designee, for each specific work shift. Before an employee is to be forced for a second or third time, each employee on that specific crew must have worked a second or third time. (**Example:** Badge # 254 has worked two overtimes. In order for # 254 to be forced a third time, each employee has to have worked twice). After the on-site volunteer and force lists have been exhausted and more employees on the job-site are needed for overtime, the least senior ranked employee will be forced from an alternate job-site. (**Example:** Riverhead to Yaphank and vice versa.) The amount of qualified overtime shifts worked will apply for each employee to determine the amount of hours that the employee will be forced to work.

**12.** No one will be permitted to volunteer after he/she has worked 16 consecutive hours, or to volunteer for more than 16 hours in any 24 hour period except in the case of an extreme emergency (only the Sheriff may declare such an emergency).

13. Insofar as possible, a lieutenant will be replaced by a lieutenant, a sergeant will be replaced by a sergeant and a correction officer I will be replaced by a correction officer I. (Example: a duty lieutenant in Yaphank is needed and no other lieutenant is available in Yaphank, then a lieutenant from Riverhead must cover the overtime position and vice versa.) This procedure will hold true for each position correction officer, sergeant and lieutenant.

14. Forced Overtime:

A. When a forced overtime situation exists, the duty lieutenant will combine the volunteer list and the force list to arrive at the desired number of personnel needed to complete a shift. The volunteer list and the force list will be combined regardless if one or 20 employees are needed. Employees will be ranked in this combined list by the number of qualified overtime shifts they have worked in the week and by their badge number.

B. Overtime will be assigned with the most/least hours according to the following formula: the number of qualified overtime shifts worked that week and their badge number.

EXAMPLE OF FORCE LIST

<u>OTS WORKED THIS WEEK</u>	<u>NAME</u>	<u>BADGE #</u>	<u>HOURS FORCED</u>
0	1A	117	7.5
0	2A	040	7.5
1	3A	169	7.5
1	4A	125	7.5
2	4A	356	7.5
2	6A	214	5.0
3	7A	429	5.0

Needed for overtime: 2 at 5 hours and 5 at 7.5 hours.

Even though an employee has volunteered, it does not exempt him/her from being forced and placed in the combined list by the above formula. If an officer volunteers and is not forcible, he/she may decline the overtime for that shift he/she has volunteered, if he/she cannot get his/her preference by his/her ranking and shield number. When a volunteer opts not to work, the duty lieutenant will then go to the on-site force list to obtain additional employees. However, if additional employees are still needed, all alternate job-sites will be contacted to obtain additional personnel. Should still more employees be required then special service unit personnel will be used, first

on-site then alternate site unit personnel.

15. When an employee is by-passed for overtime due to an error, that employee will be credited with 7.5 hours (credit for purpose of the following days forced overtime) as if he/she had worked a double shift and cannot be forced to work a double the following day except at his/her option. However, he/she may volunteer for overtime the next day. All employees will have the right to inquire as to why they were bypassed. If the supervisor concurs that an employee was by-passed by error, he/she may afford that employee priority placement for a like overtime.

16. No employee will be forced to work back to back. Back to back, meaning after having worked a qualified overtime shift (inclusive of reverse doubles). This employee cannot be forced to work past his/her regular shift the following day. However, he/she may volunteer.

17. In regards to unqualified overtime (anything less than five hours), it may be volunteered by seniority every date of the work week. In the event that, during a series of working unqualified overtimes, an employee works a qualified overtime he/she will be placed at the bottom of the appropriate portion of the volunteer list the following day. (**Example:** Officer Smith works two consecutive 2.5 hour overtimes on days 1 and 2, volunteers and works day 3 for 5 or more overtime hours; he/she must be placed at the bottom of the applicable section of the volunteer list for day 4.)

18. All of the above is subject to change in times of emergency or unusual circumstances. The determination as to what constitutes an emergency or unusual circumstance will only be determined by the Sheriff. In this case, the Sheriff may have the option to cancel vacations.

19. Only in cases of special need will ability to do the job also be a consideration. (This special need will be determined by the Warden's Office.)

20. Break in Service: Any employees that find themselves with a break in service between their regular shift and the next shift for overtime will be included and selected from the call-in list by their seniority. (**Example:** An employee works 11-7 and wants to volunteer for an 8-4 overtime position. There is a break in service for a period of one hour. That employee will be placed on the call-in list and selected for the 8-4 position by the above established procedures (Sections 1(C) or 4(C).)

21. The ability to perform the entire shift will not be a consideration.

22. Where it has been proved that a duty officer blatantly disregarded this overtime procedure, he/she will be subject to disciplinary action.

23. The following positions may be covered at the discretion of the Warden's Office:

- A. Operations
- B. Laundry Supervisor
- C. Quartermaster
- D. Record Room Supervisor
- E. Rehabilitation Supervisor
- F. Classification Supervisor
- G. Medical Supervisor
- H. Processing Supervisor

## APPENDIX D

### SUBSTANCE ABUSE TESTING

#### Policy Statement

In order to detect the use of illegal drugs by employees, the following procedures will be utilized. The County's random drug testing program for employees will test for illegal controlled substances as incorporated in the Mandatory Guidelines for Federal Work Place Drug Testing Programs administered by the Substance Abuse and Mental Health Services Administration, Health & Human Services (SAMHSA, HHS). The County will direct the Sheriff with regard to the scheduling and administration of screening tests as set forth in the following procedures.

The County can order an employee to submit to drug, alcohol and, steroid testing as follows:

1. At any time for probationary employees.
2. For reasonable suspicion, i.e., the ability of a supervisor to articulate a reason why he or she wishes to test the employee for drugs, steroids and/or alcohol.
3. Random Drug Testing.
4. Results of drug, steroid and/or alcohol tests will be used for administrative purposes only (e.g. discipline).
5. The County will have the authority to test for steroids and alcohol as part of the random drug test. Any disputes with regard to the implementation of this provision will be referred to Arbitrator David N. Stein for a final and binding determination.

#### Selection of Personnel for Random Drug Testing

1. Selection of personnel for testing will be accomplished by a secure randomized computer process. This procedure will be performed by a representative of the Sheriff and will be witnessed by an Association representative designated by the Association President.
2. There will be a minimum of one selection per month consisting of 10-25 employees being tested per selection. Once the random list of employees to be tested has been provided to the Sheriff's Office and to the Association, all employees on the list will be tested within 72 hours of receipt of the list.

There will be no minimum or maximum percentage of employees to be tested. If no more than 25 employees are scheduled on a tour, then the Sheriff's Office will have the right to test up to 50% of those employees scheduled. The random selection of an employee will not result in the employee's name being removed from any future selection process. After notification of the assigned test, the employee will be required to report for a test unless a County physician directs that he/she is unable to do so.

3. The following procedure will be followed whenever the County elects to request a random selection of more than 25 Correction Officers for a random drug test:

A. At the testing site and prior to the commencement of testing, the Office of Labor Relations and the Sheriff's Office will meet with the representative from the Association to determine which employees are scheduled to work and are available for testing during the 72 hour window. The Office of Labor Relations will bring to the testing site the random, non-alphabetized list generated by the Third Party Provider and an alphabetized list. Copies of both lists will be provided to the representative of the Association and to the Sheriff's Office.

B. The non-alphabetized list will be used to determine the order of selection for possible testing. The alphabetized list is for informational purposes only and will be used to aid in determining work schedules. In the event that more than 25 Correction Officers remain on the non-alphabetized list after the Sheriff's Office has determined which employees are available for testing, the parties will refer to the random, non-alphabetized list generated by the Third Party Provider. The Sheriff's Office will, then, eliminate the appropriate number of employees (excluding those who have already been eliminated by virtue of their unavailability) beginning with those at the bottom of the non-alphabetized list until there are no more than 25 remaining employees on the list.

C. The Sheriff's Office will then schedule tests, beginning with the first Correction Officer listed on the random, non-alphabetized list generated by the Third Party Provider who is available during the 72 hour window. If, and when, 25 Correction Officers have been selected as being available the list will be deemed exhausted.

D. When all random drug testing has been completed during the 72 hour period, the list of tested Correction Officers will be provided to the Association.

### Testing Procedures

1. The sample collection process will be confidential and will be performed in accordance with standards promulgated by SAMHSA, HHS.
2. The employees will provide a urine sample at the designated testing area. The employee will provide a sufficient amount of the sample to allow for an initial screening, and for later testing, if requested by the employee.
3. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for illegal controlled substances. After the negative screening, the second sample will be destroyed.
4. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report. The Medical Review Officer (MRO) will contact the Office of Labor Relations of a positive test result. Labor Relations will notify the Sheriff's Office's designee of a positive test. The Sheriff Office will provide the employee tested with a report of a positive test.
5. During the testing process, the employee will cooperate with requests for information concerning use of medications and with the other requirements of the testing process, such as an acknowledgement of giving of a urine specimen.
6. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the employee being tested. Only one person, of the same sex as the employee being tested, may be present at the testing site during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undo cost, an observer will not be required.
7. The collector must collect a sufficient sample and split that sample into two separate containers. Each container will have affixed a code number of the date of collection. Both containers will be sealed in the presence of the employee being tested, and will be maintained in a manner consistent with SAMHSA, HHS guidelines.
8. After a confirmed positive test result, the MRO will

contact the employee to discuss the test results. The MRO will make a final decision regarding the test results. If the final test results remain positive, the employee will be informed that he/she has 10 days to request an analysis of the split specimen. The cost of analyzing the split sample will be paid by the employee.

9. Drug testing will be performed by a laboratory licensed or certified by SAMHSA, HHS.

#### **Chain of Custody**

The chain of custody block of the drug testing custody and control form will be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another will always be accomplished through chain of custody procedures. Every effort will be made to minimize the number of persons handling the specimen.

#### **Reporting Results**

Before any test result is reported to the County, it will be reviewed and the test certified as an accurate report by the responsible individual (MRO). The report will identify the drugs/metabolites tested for, whether positive or negative and the drug testing laboratory specimen identification number (typically, the employee's social security number). The laboratory will report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive will be reported positive for a specific illegal controlled substance. Those test results which do not indicate the presence of an illegal controlled substance will be sealed and there will be no indication of testing in the employee's personnel file.

The laboratory will report test results to the MRO within five working days after receipt of the specimen by the laboratory. The MRO, who will be selected by the County, must be a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate test results. If the MRO receives a positive test result, he/she will interview the employee in question, review the employee's medical history and review other relevant biomedical information.

The MRO will evaluate these factors to determine whether a valid justification exists for the positive test result. If the MRO determines that valid justification exists, the test result will be treated as a negative test result and may not be released for purposes of identifying illegal controlled substance use. If a

positive test is confirmed, the MRO will contact the Office of Labor Relations. Labor Relations will contact the Sheriff's Office's designee.

### **Administrative Provisions**

1. Any violation of the confidentiality provisions of this Appendix, if committed by an employee of the County, will be grounds for disciplinary action against the employee. The County will also take appropriate action against a person and/or organization not employed by the County for violation of the confidentiality requirements.

2. Amendments to these procedures must be in writing and signed by the Association and the County's designated representative.

3. **Separability** - If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix will remain in full force and effect.

4. Disputes concerning the interpretation or application of this Appendix will be subject to the contractual grievance procedure.

5. Any discipline resulting from this procedure will be processed in accordance with the disciplinary procedures of the Agreement.

### **Alcohol Testing Procedures**

1. The equipment to be utilized must, at all relevant times, be an approved evidentiary breath testing device (EBT) listed on the National Highway Safety Administration's "Conforming Products List of Evidential Breath Measurement Devices".

2. Any alcohol testing equipment utilized pursuant to paragraph one above will, at all times, be accuracy tested, cleaned and in all respects tested and maintained in accordance with the quality assurance plan promulgated by the manufacturer of the equipment. Any alcohol testing equipment utilized will immediately be accuracy tested following any positive test result.

3. Any alcohol testing will only be administered by

technicians with valid training certifications from the manufacturer or a certified Breath Alcohol Technician (BAT) trainer which will be in accordance with Department of Transportation (DOT) Regulations.

4. No employee will be ordered to administer, observe or otherwise assist in any way in alcohol testing pursuant to this procedure.

5. All testing pursuant to this procedure including, but not limited to, screening or initial testing and confirmatory testing, will be performed in compliance with the collection,

testing and other requirements promulgated by the U.S. Department of Transportation, Federal Highway Administration.

6. Random alcohol testing will only be performed simultaneously with, and upon the same individuals selected for, random drug testing pursuant to this Agreement. It is further agreed that reasonable suspicion alcohol testing will be performed pursuant to the same procedures as reasonable suspicion drug testing pursuant to this Agreement. Nothing contained herein in any way modifies the County's right to undertake appropriate disciplinary action and/or seek termination for a first or subsequent offense with regard to such a positive result.

7. **Positive Alcohol Test**

A. Employees, who test positive for the use of alcohol, after being interviewed by the BAT, will be relieved of duty.

1) If the Breath Alcohol Content (BAC) test result is less than .08, but .04 or greater, then the non-probationary employee will be suspended without pay for five working days.

2) If the employee has a BAC of .08 or greater, or has a second positive alcohol test (including a second BAC test result of .08 or greater), then the employee will be suspended without pay for 30 calendar days and directly referred to and immediately enrolled in an Employee Assistance Program (EAP). The employee will fully and satisfactorily participate in any drug and/or alcohol abuse treatment plan specified by the EAP and will not return to work or be restored to the payroll until he/she has fully and satisfactorily completed the course of treatment. The employee may utilize his/her accruals during any period of time suspended without pay and/or while enrolled in the EAP. In addition, the employee will fully execute a consent form to be provided by the County as a condition of the County's willingness

not to proceed immediately to a disciplinary hearing against the employee. If the employee ever revokes his/her consent, or refuses to fully execute subsequent consent forms deemed necessary by the County in order for it to satisfactorily confirm the employee's full and satisfactory compliance with this procedure, then the County will have the right, upon prior written notice to the employee, to immediately proceed to terminate the employee's employment, subject to any applicable due process disciplinary hearing procedures. In this event, the employee hereby waives any and all rights he/she might otherwise have pursuant to any applicable law, rule, regulation or contract provision to assert the applicable statute(s) of limitations, to which he/she might otherwise be entitled relating to the termination of his/her employment.

**3)** If the employee has a third positive alcohol test, or is a probationary employee, the employee will be dismissed from employment, subject to any applicable due process disciplinary hearing procedure.

**B)** The employee may exercise rights under this Agreement to challenge the basis for, and validity of, the testing.

**C)** The employee will be restored to the payroll for any period of time not covered by a suspension without pay and during which he/she has not been approved by the SAP to return to work, unless the delay is the fault of the employee.

**D)** Any test result with a blood alcohol concentration below .04 will constitute and be reported as a negative test. This result will not be reflected in any respect, in any Personnel or other Sheriff's Office's file.

**E)** The penalties set forth in this procedure pertain only to positive alcohol tests and are separate and distinct from penalties which may be imposed as a result of a positive drug test or other basis for discipline.

**F)** Any employee who tests positive for alcohol will be required to submit to and pass a return to work alcohol test before returning to duty. This test will be administered as soon as practical upon the employee's return to work and will be performed in conformity with the guidelines established in this procedure. If the employee tests positive on a return to work alcohol test, the positive result will constitute an additional offense under this procedure.

G) Failure to comply with any provision of this procedure will nullify the applicable test results.

#### **Steroid Testing Procedures**

1. The County may include steroid testing as a part of the normal drug testing procedure. The County may elect not to test for steroids at each scheduled drug test, however, when the decision has been made to test for steroids as part of a particular drug test, all affected employees must be included in the steroid testing. Notification that testing will include steroid testing will be made to the COA as part of the notification that a drug test has been scheduled.

2. The Sheriff's Office will test for those steroids and masking agents in accordance with Schedule III of the Code of Federal Regulations' Schedules of Controlled Substances ("Schedule III"), as amended from time to time.

3. All other procedures regarding drug testing as outlined in Appendix D of the CBA, including Selection of Personnel, Testing Procedures, Chain of Custody, Reporting Results and Administrative Provisions, will be followed for steroid testing. However the discipline that may result from this procedure in accordance with paragraph 5 under Administrative Provisions of the appendix will be in accordance with the provisions of this procedure.

4. Effective November 1, 2009, any employee who voluntarily comes forward prior to being notified that he/she is to be a subject of testing and admits to use of any prohibited substance from Schedule III will not be subject to discipline solely for that reason, but will instead be directed to and must immediately enroll in an Employee Assistance Program. The employee will fully and satisfactorily participate in any treatment plan specified by the EAP and will fully execute a consent form to be provided by the County. Failure to comply will be treated as a positive test. If the employee ever revokes his/her consent, or refuses to fully execute subsequent consent forms deemed necessary by the County in order for it to satisfactorily confirm the employee's full and satisfactory compliance with this procedure, then those actions will be treated as a positive test. In this event, the employee hereby waives any and all rights he/she might otherwise have pursuant to any applicable law, rule, regulation or contract provision to assert the applicable statute(s) of limitation, to which he/she might otherwise be entitled relating to the termination of

his/her employment. Finally, the employee will be subject to testing, at the discretion of the Sheriff's Office, for the remainder of his/her employment with the County. This paragraph, including the period of exemption from discipline for using a prohibited substance, will expire and become null and void at 11:59 p.m. on December 31, 2009.

5. Effective November 1, 2009, the Sheriff's Office will include Prohibited Drug (including Steroids) and Alcohol Awareness Training as part of its Academy training program. This program will include discussion about the dangers and consequences of using Steroids as well as an explanation of the Sheriff's Office Steroid Testing Policy.

6. Effective January 1, 2010, the current provisions of this Agreement, including Section 20(R) and Appendix D, will be amended to provide that any employee who tests a confirmed positive for illegal drugs or steroids will:

a. Be suspended immediately without pay for a period of 60 calendar days.

b. Be offered the opportunity to immediately enroll in an Employee Assistance Program acceptable to the County. The employee will fully and satisfactorily participate in any treatment plan specified by the EAP and will fully execute a consent form to be provided by the County. Failure to comply will be treated as a positive test. If the employee ever revokes his/her consent, or refuses to fully execute subsequent consent forms deemed necessary by the County in order for it to satisfactorily confirm the employee's full and satisfactory compliance with this procedure, then that action will be treated as a second positive test.

c. Be subject to drug and/or steroid testing, at the discretion of the Sheriff's Office, for the remainder of his/her employment with the County.

d. In the event that the employee has successfully availed him/herself of the EAP option set forth above, and the employee subsequently tests (or is deemed, pursuant to the provisions of this policy and the parties' CBA as though he/she has tested) a confirmed positive for illegal drugs or steroids, the employee will be provided with notice and an opportunity to respond to same (including all challenges regarding violations of the procedures described in Appendix D of the CBA) before the Sheriff, whose decision on guilt or innocence and the penalty

appropriate for same will be final and binding and not subject to 3<sup>rd</sup> party (including, but not limited to, court, PERB, grievance/arbitration) review for any reason. This procedure will be in lieu of any other applicable procedural due process procedure such as Civil Service Law §§ 75 and/or 76 and/or binding arbitration pursuant to the Agreement.

e. In the event that the employee has chosen not to avail him/herself of the EAP option set forth above, the employee will be provided with notice and an opportunity to respond to same (including all challenges regarding violations of the procedures described in Appendix D of the CBA) before the Sheriff, whose decision on guilt or innocence and the penalty appropriate for same will be final and binding and not subject to 3<sup>rd</sup> party (including but not limited to court, PERB, grievance/arbitration) review for any reason. This procedure will be in lieu of any other applicable procedural due process procedure such as Civil Service Law §§ 75 and/or 76 and/or binding arbitration pursuant to the Agreement.

## APPENDIX E

### REPORTING SICK POLICY

Employees hired on or after February 28, 2009, must follow the following sick leave usage and monitoring procedure:

#### PURPOSE

To notify the Sheriff's Office when an employee is unable to perform duty due to illness, injury or any other condition.

#### DEFINITION

**Sick Excusal** - A sick excusal for one tour, when the Office determines that it does not require a visit to the Office-designated Physician. A request for sick excusal must be made at least two hours prior to the start of the tour for which the leave will be granted. An employee must report for duty on the next scheduled tour following the excusal. However, if the sickness continues into the next day, the employee may request a second sick excusal at least two hours prior to the next scheduled tour. The first and second sick excusals will count as one sick incident.

Sick Excusal is NOT authorized for:

- a. Injuries;
- b. Employees designated as an abuser/chronic abuser in accordance with the Sick Leave Management Program;
- c. Dental problems;
- d. Major illness;
- e. When, in the judgment of the supervisor, it is appropriate.

#### PROCEDURE

When sickness, injury or any other condition prevents the performance of duty:

##### **All Employees**

1. Report sick, by telephone, in person, or by competent messenger, at least two hours before the start of a scheduled tour, unless disability prohibiting same occurs during such period, as follows:

- a. All employees will report sick to the designated supervisory officer at their assigned command;
- b. Employees designated as sick abusers will report sick directly to Medical Evaluation.

**NOTE:** When reporting sick within two hours of commencement of the tour, the employee must notify their assigned command before notifying Medical Evaluation. In all cases, the employee will immediately, after reporting sick, notify his/her assigned command and supply the sick serial number.

2. Have a responsible person make telephone call if physically unable to call.

3. Inform employee to whom reporting sick of any pending assignment.

4. Remain at residence or other authorized location unless permission to leave is granted by the Office-designated Physician or Medical Evaluation supervisor.

5. Advise Medical Evaluation and Office-designated Physician of any change of address/location or telephone number.

a. Obtain name of Medical Evaluation supervisor and time notified.

#### **SUPERVISOR ACCEPTING SICK REPORT**

6. Makes return telephone call to verify that the employee is at the stated location.

a. Desk officer/supervisor will record such verification on **SICK REPORT FORM**.

**NOTE:** If an employee is not at the stated location, notification of same will be made to a Medical Evaluation supervisor for referral to Internal Affairs.

7. Notify Medical Evaluation when:

- a. An employee is confined and the Office requests a visit because of urgent need for medical attention;  
OR
- b. An employee is suspected of malingering.

SICK EXCUSAL FROM SICK LEAVE (SEE DEFINITION, PAGE 1):

MEDICAL EVALUATION UNIT

8. Offer the employee a Sick Leave Excusal in cases of minor non-line-of-duty illness, if qualified.

- a. Advise employee concerned:
  - (1) That each administrative excusal is for one tour;
  - (2) To comply with step 4 for each sick excusal.

SUPERVISOR OFFERING SICK EXCUSAL

9. Notify Medical Evaluation that the employee has accepted Sick Excusal.

10. Indicate on pertinent records that the employee has accepted Sick Excusal

11. Prepare **SICK REPORT FORM**.

- a. Indicate if the employee has accepted Sick Excusal.

EMPLOYEE ON SICK EXCUSAL

12. Notify command and Medical Evaluation at least two hours before scheduled return to duty if unable to report due to continuation of illness.

SUPERVISORY EMPLOYEE

13. Direct employee on Sick Excusal who is unable to report for duty as scheduled to visit the Office-designated Physician at next office hours.

14. Notify Medical Evaluation to cancel Sick Excusal.

**NOTE:** An employee will continue on sick report (this counts as one sick time).

MEDICAL EVALUATION

15. Notify the permanent and temporary commands of an employee reporting sick and obtain the name of the supervisor notified if notification is made by telephone.

## SUPERVISOR RECEIVING SICK REPORT

16. Telephone information on **SICK REPORT FORM** to Medical Evaluation and obtain serial number for entry on **SICK REPORT FORM**.

a. **SICK REPORT FORM** will be kept at command and placed in the employee's personal file when the employee returns to duty.

## REPORTING TO OFFICE DESIGNATED PHYSICIAN:

### ALL EMPLOYEES

17. Report to Medical Evaluation or other location to see designated Office Physician at the designated time at next regular office hours if ineligible for, or declining, Sick Excusal, EXCEPT:

a. An employee unable to travel will remain at place of confinement and phone Medical Evaluation.

**NOTE:** When an employee reporting sick informs Medical Evaluation of an inability to visit Medical Evaluation or the designated Physician, Medical Evaluation will direct the employee to notify the employee's commanding officer of the fact. The commanding officer will make an entry on **TIME AND ACCRUAL RECORD** and caption it "Investigation Interview" concerning the interview and probable date of visit to Medical Evaluation or Office physician. When an employee reports sick to an assigned command, the supervisor accepting the sick report will make required entries.

Employees are NOT to bring their children to Medical Evaluation or the Office physician, out of consideration of the fact that children and employees present in the waiting room can be susceptible to illness.

## COMMANDING OFFICER

18. Telephone Medical Evaluation, in all cases, if an employee has been on sick report for five work days, ascertain estimated date of return, and enter information on **TIME AND ACCRUAL RECORD**.

UPON BEING DIRECTED TO RETURN TO DUTY BY MEDICAL EVALUATION OR Office DESIGNATED PHYSICIAN:

## ALL EMPLOYEES

19. Immediately contact their Command Supervisor, by telephone, and determine the time and date to report for duty.

**NOTE:** All employees will notify a supervisory officer assigned to the command at the first available opportunity. The supervisory officer will document the notification as provided for by the commanding officer.

20. Report for duty when ordered.

## DESK OFFICER/SUPERVISOR

21. Make entry indicating the employee's return to duty:

**NOTE:** Verify return of duty with Medical Evaluation if the message has not been received and the employee has reported for duty.

## ADDITIONAL DATA

Employees who have not been classified as abusers/chronic abusers, or who have not been referred for supervision, and who have any of the following medical conditions, as per the designated Office Physician, will NOT be the subject of routine supervisory visits or telephone calls:

- a. Heart condition;
- b. Broken limbs;
- c. Post-surgical convalescence;
- d. Illnesses diagnosed by designated Office Physician as likely to be of a duration in excess of six months, after conferral with Medical Evaluation Supervisor;
- e. Pregnancy

Correction Officers on sick leave in any of the above categories may be given a 16 hour pass. However, should the Office-designated Physician determine that issuance of such a pass would adversely affect the employee's health or impede the employee's recovery; the pass may be reduced accordingly. Once the pass is issued, it will not be revoked unless the employee:

- a. Engages in activities which would tend to prolong or aggravate the disability;
- b. Fails to cooperate with a physician or Medical Evaluation;

- c. Fails to comply with orders or directions or violates any provision of the Office Rules and Procedures relative to sick leave.

Employees whose medical condition is NOT listed in paragraph 1, subdivisions "a" through "e" above may also be granted permission to leave their residence while on sick report for a period of time as determined by Medical Evaluation. Prior to granting such permission, the Medical Evaluation must certify that:

- a. It will not adversely affect the employee's health;
- b. It will not prolong or impede the employee's return to duty.

The permission granted may be revoked at any time by Medical Evaluation upon appropriate notice to the employee.

In case of serious need or emergency, an employee may request permission to leave his/her residence at a time other than that specified by Medical Evaluation. This request should be directed to the Warden or designee. In addition, requests to leave residence to obtain medical services, food, household necessities or religious observance, voting, etc. are routinely granted by Medical Evaluation. Permission to leave residence should be denied or revoked only if a violation of the guidelines takes place or if activities requested would hinder recovery. Medical Evaluation will notify the Designated Office Physician when permission is granted, to ensure that leaving residence is not inconsistent with the employee's medical condition and/or had not previously been denied. Designated Office Physicians are responsible for notifying Medical Evaluation of the identities of employees granted:

**Section: Personal Matters**

- a. Non-supervisory privileges;
- b. Permission to leave his/her residence on specific dates and times which will be indicated on **PERMISSION TO LEAVE RESIDENCE WHILE ON SICK REPORT**, a copy of which will be given to the sick employee.

An employee on sick leave may not leave the confines of Suffolk County, or the County of residence if it is not Suffolk County, without the approval of the Warden or designee. Request for this permission is made through Medical Evaluation on **ABSENCE FROM COUNTY WHILE ON SICK LEAVE FORM**. Employees will be contacted on a weekly basis by Medical Evaluation during absence from residence counties.

Correction Officers will not be permitted to report sick with a self-claimed diagnosis of "reoccurrence of injury/illness" for absence. Designation of "reoccurrence of injury/illness" for a specific sick event will be granted only upon examination and interview of the requesting employee by a Designated Office Physician. This will in no way hinder an employee's ability to report sick. It merely places the determination, and subsequent approval or disapproval of "reoccurrence of injury/illness" designation, within the purview of the Designated Office Physician.

**FORMS AND REPORTS**

**ABSENCE FROM COUNTY WHILE ON SICK LEAVE**

**TIME AND ACCRUAL RECORD**

**PERMISSION TO LEAVE RESIDENCE WHILE ON SICK REPORT**

**SICK REPORT FORM**

## Appendix F

### Sick Leave Management Program

The following Sick Leave Management Program is established for Correction Officers. Unless stated in this document, the Rules and Procedures relating to sick leave remain in effect for Correction Officers.

#### **A. Effective Dates**

1. The Sick Leave Management Program does not limit the Sheriff's Office from taking disciplinary action against any employee where the Sheriff's Office deems it to be appropriate.

2. An employee will be designated a Sick Leave Abuser or a Chronic Sick Leave Abuser as determined by the Sheriff's Office in accordance with Section B.

#### **B. Definitions**

1. **Sick Leave Abuser** - An employee who has five or more occurrences of sick leave, or eight or more non-consecutive sick days, or a combination of occurrences and non-consecutive sick days that equal eight, during any 12-month period.

2. **Chronic Sick Leave Abuser** - An employee who has either:

a. been a Sick Leave Abuser for 18 consecutive months from the date of the first use of sick time during the 12 month period, or

b. 10 or more occurrences of sick leave, or 16 or more non-consecutive sick days, or a combination of occurrences and non-consecutive sick days that equal 16, during any 12 month period.

3. **Occurrence** - Includes any partial day or more than one consecutive sick day. Occurrence includes only non-line of duty illnesses and injuries.

4. **Sick Day** - Includes full tour of duty on sick leave. Sick day includes only non-line of duty illnesses and injuries.

5. Included as an occurrence is any pattern of use of sick leave.

6. Discipline may be initiated by the Sheriff's Office

at any time if they deem it necessary and any designations as utilized in this program will not negatively impact such discipline.

7. Family Sick Leave - Use of Family Sick Leave in accordance with Section 8.7 (A) of the Agreement will not be considered in determining an abuse under this sick leave management program.

8. Report to the Medical Evaluation Unit - Unless otherwise stated, means to report immediately, when a Doctor/Medical Personnel are available. When a Doctor/Medical Personnel are not available, report at the beginning of the next operating hours of the Medical Evaluation Unit. Employees will not be entitled to any overtime for said reporting to the Medical Evaluation Unit.

9. Approved Family Medical Leave Act (FMLA) time taken in accordance with the County procedures will not be considered in determining abuses in accordance with this program.

C. Rules Sick and Chronic Sick Leave Abuse

1. Employees designated as Sick Leave Abuser or Chronic Sick Leave Abuser, will report to the Medical Evaluation Unit each time they call in on sick leave.

2. Employees who are designated a Sick Leave Abuser or a Chronic Sick Leave Abuser will not:

a. work overtime, unless approved by the Sheriff or his/her designee based on operational needs.

b. switch a tour of duty.

c. apply for preferred assignments or designations.

d. apply for a new tour schedule if an opening occurs.

e. will not receive night differential while on sick leave.

f. Applies to Chronic only - will not receive night differential pay while on vacation

D. Duties

1. The Commanding Officer of the Medical Evaluation

Unit will monitor the sick leave system and identify Correction Officers who should be designated or relieved as Sick Leave Abusers and/or Chronic Sick Leave Abusers, and will:

a. notify an employee and his/her Commanding Officer when a member is identified as a Sick Leave Abuser or a Chronic Sick Leave Abuser.

b. notify an employee and his/her Commanding Officer when a member is designated or relieved as a Sick Leave Abuser or Chronic Sick Leave Abuser.

c. inform an employee in writing of his/her rights and restrictions.

d. notify an employee in writing of final determinations on appeals.

e. monitor those who are designated as abusers for purposes of maintaining or removing from designated status.

(1) Remove designation as a Sick Leave Abuser when an employee uses no sick leave during six consecutive months of active duty (i.e., not on vacation or other types of paid or unpaid leave) following the designation as a Sick Leave Abuser.

(2) Remove designation as a Chronic Sick Leave Abuser when an employee uses no sick leave during six consecutive months of active duty (i.e., not on vacation or other types of paid or unpaid leave) following the designation as a Chronic Sick Leave Abuser. Employees will then be designated a Sick Leave Abuser.

2. The Medical Evaluation Unit will receive appeals from employees requesting that tours of sick leave not be considered when designation or removal as a Sick Leave Abuser or Chronic Sick Leave Abuser is determined.

3. Commanding Officers ensure that the command has in place a system to implement and monitor the Sick Leave Management Program, and

a. ensure that the direct Supervisor is notified when a Correction officer is designated or relieved as a Sick Leave Abuser or a Chronic Sick Leave Abuser.

b. prepare written internal correspondence to the

Sheriff or his/her designee when an ineligible employee receives overtime.

c. deny applications for preferred assignments from ineligible employees.

d. deny requests for switching tours of duty or picking new tour schedule, from ineligible employees.

4. Supervisors will monitor the Sick Leave List, for ineligible employees prior to scheduling overtime, and

a. notify the Sheriff or his/her designee when an ineligible employee is ordered to work scheduled overtime.

b. deduct night differential when an employee is not entitled.

c. notify the Sheriff or his/her designee when an ineligible employee receives scheduled overtime.

**E. Restrictions to Residence** - During a day where their regularly scheduled tour of duty falls, all employees designated as Sick Leave Abusers or Chronic Sick Leave Abusers will be confined to their residences between 9 a.m. and 5 p.m., except where excused from same by the Sheriff/Sheriff's designee and/or the Medical Evaluation Unit due to, for example, attendance at other matters that cannot be attended to at another time and which has been approved by the Sheriff's Office pursuant to its guidelines regarding same.