

AGREEMENT BETWEEN
THE COUNTY OF LIVINGSTON
AND
THE LIVINGSTON COUNTY
COALITION OF PATROL SERVICES

January 1, 2017 through December 31, 2019

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PREAMBLE

This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of the 31 day of March, 2017, between the County of Livingston, hereinafter referred to as the "Employer," the Livingston County Coalition of Patrol Services, hereinafter referred to as the "Association," and the Livingston County Sheriff, hereinafter referred to as "Sheriff."

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

ARTICLE 1

Section 1 - Bargaining Unit.

The Employer hereby recognizes the Association as the exclusive negotiating agent for all Road Patrol job titles within the Livingston County Sheriff's Department below the rank of Major which are not classified as managerial or confidential under the Taylor Law, and the Deputy Sheriff/Communications Officer job title. Excluded from the unit are the Sheriff, Undersheriff, Confidential Secretary to the Sheriff, Police Services Commander, Majors and all non-Road Patrol job titles within the Livingston County Sheriff's Department, all other employees in the County, and each new position or job title created by the Employer during the term of this Agreement which by job description reports to the Board of Supervisors.

Section 2 - Seasonal and Part-Time Employees.

For purposes of this Agreement, "seasonal employees" shall be defined as employees hired for any number of hours per week: (a) whose total employment period will not exceed six (6) calendar months in any one calendar year, or (b) who are hired on a temporary basis for up to twelve (12) calendar months in order to fill the temporary vacancy of a permanent employee who is on an approved leave of absence.

"Part-time employees" shall be defined as employees who are regularly scheduled to work thirty-five (35) hours or less per calendar week.

Section 3 - Association Membership.

The Association agrees that membership in the Association shall be voluntary, and the Employer agrees that there shall be no discrimination, restraint or coercion by the Employer or any of its agents against any employee because of his membership in the Association.

Section 4 - Association Time.

The Employer will allow the Association President time off with pay to attend to any Association business.

Four (4) Association officials, designated by the Association, shall be given a maximum of one hundred (100) hours leave with pay to attend the negotiating meetings, mediation, grievances, and fact finding sessions between the Association and the Employer provided such time is within their normal working hours, but such time shall be not granted for time not actually spent in such meetings or traveling to and from same. The Association shall inform the Sheriff no later than February 1st of each year of the identity of the four Association officials who are designated to use Association time.

Section 5 - Association Business During Working Hours.

No Association business shall be conducted so as to interfere with the work assignment of stewards or any other employee, except as otherwise stated in this Agreement. The Employer shall not be liable for any time lost in the conduct of Association business.

Section 6 - Association Access to Work Areas.

A non-employee, Association representative may consult with employees in work areas before the start of each work shift or after the end thereof if the Sheriff is notified at least one (1) hour in advance.

ARTICLE 2
OBLIGATIONS OF THE ASSOCIATION

The Association expressly agrees, as a condition of the recognition contained in Article 1, not to: discriminate with respect to representation among or between the unit employees whether members of the Association or not; engage in a strike, slowdown or other work stoppage, and not to instigate, encourage or condone same.

ARTICLE 3
MANAGEMENT RIGHTS

The Employer and/or the Sheriff retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by the employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations

governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all of the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4 **PROBATIONARY PERIOD**

The probationary period for each competitive class employee shall be as established by the Livingston County Civil Service Rules. The probationary period for all other permanent, full time employees shall be twelve (12) months from date of hire. Absence from work for any reason shall not be included in calculating an employee's probationary period.

ARTICLE 5 **SICK LEAVE**

Section 1 - Sick Leave Accruals.

Each current employee after completion of six months of employment or upon completion of his probationary period, whichever occurs first, shall be permitted to accumulate up to one hundred sixty-five (165) days of paid sick leave to be applied toward time off due to that employee's illness or injury; such leave shall be reduced by one day for each day of such paid leave. An employee may use up to five (5) days of this sick leave per calendar year for the illness or doctors' appointments of the employee's minor child. Effective upon execution of this collective bargaining agreement, the preceding sentence shall be modified to read as follows: An employee may use up to five (5) days of this sick leave per calendar year for the illness or doctors' appointments of the employee's minor child, parent and/or spouse. (This provides for a total of five days to be used among these relatives. For example, an employee could take 1 day for a spouse, 1 day for a parent and 3 days for children.) An employee requesting sick leave use for these purposes must indicate "family illness or appointment" when making the request for this leave and note such on his/her timecard or equivalent time recording document. The Employer may require medical documentation of the illness or appointment.

Section 2 - Rate of Accrual.

Sick leave shall be accumulated at the rate of one-half (1/2) work day per pay period and may be accumulated to a maximum of one hundred sixty-five (165) days.

Section 3 - Physician's Statement.

When continuous sick leave exceeds two (2) calendar days the Employer may require as a condition of payment a statement from the employee's physician certifying the nature of the illness or injury and the probable period of disability.

Section 4 - Physical Examination.

When continuous sick leave exceeds thirty (30) calendar days the Employer may require the employee to undergo a physical examination by a physician selected by the Employer. The Employer agrees to cover any "out of pocket expenses" that may be incurred by the employee.

Section 5 - False Representations.

Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Section 6 - Termination.

Accumulated sick leave shall not be payable at the time of termination of employment, whatever the reason for such termination.

**ARTICLE 6
VACATION**

Section 1 - Accruals.

All employees covered by the Agreement shall be granted a paid vacation according to the following schedule on each employee's respective anniversary date of hire.

On the employees' Anniversary Dates, they will receive the following days vacation credits:

Required Service	Time Off
1 st , 2 nd , 3 rd , and 4 th Anniversary	10 days
5 th , 6 th , 7 th , 8 th , 9 th and 10 th Anniversary	15 days
11 th Anniversary	16 days
12 th Anniversary	17 days
13 th Anniversary	18 days
14 th Anniversary	19 days
15 th to 24 th Anniversary	20 days
25 th and each following Anniversary	25 days

Section 2 - Scheduling.

Any vacation application shall be delivered to a Major, the Undersheriff, or the Sheriff. Applications received in January will be approved in order of seniority. Notice regarding the approval or denial of such January requests will be provided to the employee no later than February 15th. All other vacation requests shall be made at least thirty (30) days in advance. Administration shall consider such requests on a first come, first served basis, and the approval or denial of these requests will be provided within fifteen (15) days of receipt. For purposes of this section, "seniority" shall mean the time in Civil Service job title.

Section 3 - Use of Accruals.

Vacation time shall be taken in the year following the anniversary date of the employee and shall not be accrued past the next succeeding anniversary unless approved by the Sheriff.

Section 4 - Payment During Vacations.

Vacation time off shall be paid at the straight time daily rate.

Section 5 - Payment in Lieu of Vacation.

Employees may not elect payment in lieu of vacation time, except that employees who are eligible for three weeks vacation may elect payment in lieu of vacation time for one such week and employees who have four or five weeks of vacation may elect payment for a second such week.

Section 6 -- Payment upon Termination.

Accumulated unused vacation shall be payable at the time of termination of employment if:

- a. The employee resigns or retires and provides no less than twenty-eight (28) calendar days advance written notice to the Sheriff of his/her intent to resign or retire and works the entire four week period immediately preceding the date of resignation or retirement, as scheduled.

In the event the employee becomes ill or injured to the extent that he/she is unfit to work during some or all of the four week period, he/she will still be eligible for payment of vacation if:

- i. He/she properly notifies his/her department of the absence pursuant to departmental policy and/or procedure;
- ii. He/she works all days during the notice period which he/she is fit to work;
- iii. No later than seven (7) calendar days from the first date of absence he/she provides to the department head a written statement from a health care provider¹ indicating:
 - a. That the health care provider examined the employee on one of the dates of absence during the notice period,
 - b. That the health care provider found the employee unfit to perform the duties of his/her position due to an illness and/or injury, and
 - c. The specific dates of unfitness to work; and
- iv. The employee remains at home or in a health care facility during the period of absence to rest and recuperate from the illness/injury, leaving home only to attend necessary health care provider appointments.

¹ The term "health care provider" as used in this section shall mean a person authorized by the State or other appropriate governmental entity to diagnose and treat medical conditions.

In the event the employee suffers the death of a family member specified in Article 22 (Bereavement Leave) of this agreement no more than thirty calendar days prior to termination of employment, the employee may use up to three days of bereavement leave immediately following the death without affecting the employee's ability to be paid for vacation so long as the employee provides satisfactory proof of the death to the Sheriff within five business days following such death.

OR

b. The employee is laid off by the Employer.

OR

c. The employee dies in service.

OR

d. The employee resigns within eight (8) calendar days of receipt of notice of termination.

ARTICLE 7 **PERSONAL LEAVE**

Section 1 – Accruals.

Each present employee covered by this Agreement shall be entitled to five (5) paid personal leave days on his anniversary date.

New employees will receive one (1) personal leave day for each three (3) months of employment the first year.

Such leave for all employees shall be cumulative from year to year.

Section 1A – Termination.

Unused personal leave days shall not be payable at the time of termination of employment, whatever the reason for such termination.

Section 2 – Scheduling.

Prior approval of the Sheriff must be secured before such leave may be taken. Such approval must have been requested and obtained at least twenty-four (24) hours prior to the time that such leave commences.

Section 3 - Use of Accruals.

Personal leave as provided in Section 1 above shall be granted in segments of not less than one (1) hour.

ARTICLE 8
HOLIDAYS

Section 1 – Accruals.

Each employee will be credited with one (1) holiday on the first day of each month. Except as otherwise provided in section 4 of the article, holidays must be used in full day increments.

Section 2 - Work on Holidays.

A full-time, permanent employee who is required to work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day or Christmas Day shall be paid at one and one half (1 1/2) times his/her hourly rate for the total time worked on said holiday, and the employee may choose to receive payment in lieu of one accrued, unused holiday. (Payment in lieu of a holiday shall be paid at the employee's straight time rate and will be paid in the same pay period in which the holiday occurs.)

A part-time employee who is required to work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day shall be paid at one and one half (1 ½) times his/her hourly rate for the total time worked on said holiday.

Section 3 – Payment in Lieu of Holidays

In addition to the payment in lieu of holiday options described in §§2 and 4 of this Article, full-time, permanent employees shall be eligible for payment in lieu of holidays at other times. An employee may make only one (1) request for payment in lieu of holidays pursuant to this section per calendar year. This request may be for any number of holidays that the employee accrued and retained during that calendar year prior to the date of the employee's request. Requests shall be made on the request form which is attached to this agreement as Exhibit 1. Requests must be submitted to the Sheriff no less than fourteen (14) calendar days prior to the date on which the employee desires payment. Payments will be made through the normal payroll process.

Section 4 – Change of Employee's Work Day

In the event a full-time, permanent employee has a change in regular work day and this change results in the employee having less than a full day of holiday hours under the employee's new regular work day, the employee will be allowed to use those hours in one increment even though this is less than a full work day. If the hours include one-half (1/2) hour of holiday accrual, the employee may instead request payment in lieu of time off for the one-half (1/2) hour of holiday accrual and then use the remaining holiday in one increment. For example, if an

employee with a regular work day of 8.5 hours moves to a regular work day of 8 hours with 25.5 hours of holiday accruals, the employee will then have three (3) full holidays plus 1.5 hours of holiday accruals. The employee must use the three (3) holidays in full day increments. The employee may either use the remaining 1.5 hours of holiday accruals in one increment or, the employee may use all but one-half (1/2) hour in one increment and then request payment in lieu of the one-half (1/2) hour of holiday leave. This right to request payment in lieu shall not impact the employee's right to request payment in lieu of holidays pursuant to section 3 of this Article.

ARTICLE 9

HEALTH BENEFITS

Section 1 – Health Insurance Options and Employee Contributions.

A. Health Insurance Options.

The Employer will provide the following health insurance options to contractual full-time¹ employees: the Livingston County Premium Plan (“Premium” plan), the Livingston County Standard Plan (“Standard” plan), or another reasonably comparable health insurance option.

Employees hired before August 28, 2013 who have Employer health insurance as of that date will be eligible to continue participation in their current plan, or another reasonably comparable health insurance option. If such an employee has coverage under the Premium equivalent plan and such coverage terminates, that employee may not reenroll in the Premium equivalent plan in the future.

All other contractual full-time employees eligible for health insurance will be eligible only for participation in the Standard equivalent plan.

Other employees are not eligible for health insurance coverage except as otherwise provided in section 2.1 of this Article.

The Employer may add a new health insurance option involving a high deductible health plan that may be combined with a health savings account (“HSA”) and/or a health reimbursement account (“HRA”). The Employer shall have sole discretion to determine whether to offer such plan(s) and, if it chooses to do so, to determine and establish the details of the plan(s). If the County chooses to introduce such an option, the County will provide the Association with at least sixty (60) calendar days advance written notice of the option before the option is made available to contractual full-time employees. This notice shall include a description of the plan. This option will be in addition to the current plan options. In the event such an option is offered and an employee elects to participate in this option, the employee may leave the plan and enroll in the Standard plan during an open enrollment period or within thirty (30) days of the occurrence of a qualifying event.

¹ “Contractual full-time employees” shall mean permanent employees, including those who are probationary in permanent positions, who are employed to work a schedule described in Article 17, §1.

B. Health Insurance Contributions.

All current contractual full-time employees who had health insurance benefits with the Employer as of January 1, 2002, and who did not contribute to the payment of premiums for their health insurance coverage shall continue to receive coverage as specified in this part without making a contribution. The Employer shall be responsible for payment of the health insurance premium.

All other employees who became contractual full-time employees on or before November 9, 2001, will pay ten percent (10%) of the premium costs with the Employer paying the remaining ninety percent (90%) of the premium costs.

Any employee who became a contractual full-time employee after November 9, 2001, but before January 1, 2005, will pay twenty five percent (25%) of the premium costs with the Employer paying the remaining seventy five percent (75%) of the premium costs for the first ten (10) years of employment. Thereafter such employees will pay ten percent (10%) of the premium costs with the Employer paying the remaining ninety percent (90%) of the premium cost.

Employees who became contractual full-time employees on or after January 1, 2005, but before August 28, 2013 who receive health insurance benefits will pay twenty five percent (25%) of the premium cost with the Employer paying the remaining seventy five percent (75%).

Employees who became contractual full-time employees on or after August 28, 2013 but before February 1, 2017 who receive health insurance benefits will pay thirty percent (30%) of the premium cost with the Employer paying the remaining seventy percent (70%) for the first ten years of full-time employment. Thereafter, the employee will pay twenty-five percent (25%) of the premium cost with the Employer paying the remaining seventy-five percent (75%).

Employees who become contractual full-time employees on or after February 1, 2017 who receive health insurance benefits will pay thirty percent (30%) of the premium cost with the Employer paying the remaining seventy percent (70%).

Section 2 - Date of Eligibility.

Health insurance for contractual full-time employees shall become effective the 1st of the month following the completion of one full calendar month of full-time employment.

Section 2.1 – Coverage Pursuant to the Patient Protection and Affordable Care Act

A. For employees not eligible for coverage under sections 1-2 of this Article, offers of coverage will be provided to employees who qualify as full-time employees under the Patient Protection and Affordable Care Act (“ACA”) for an applicable stability period. This section describes the coverage to be provided to such employees (hereinafter referred to as “ACA eligible employees”).

ACA eligible employees shall be eligible to participate in the Livingston County Standard Plan or a substantially equivalent plan. Such employees may elect any level of coverage offered under the plan that is appropriate for the employee and his/her family, if applicable. As used

herein, "level of coverage" means individual coverage, family coverage and other available levels of coverage.

ACA eligible employees who elect coverage following an offer of coverage from the Employer will be responsible for paying 100% of the established premium equivalent ("premium") for the level of coverage selected. Premium contributions will be deducted from the employee's pay. If the employee does not have sufficient pay to cover health insurance deductions, the employee will be responsible for making timely payment of health insurance premiums to the Livingston County Treasurer's Office. Failure to make appropriate payments will result in cancellation of insurance coverage.

An ACA eligible employee and his/her spouse shall not be eligible for double health insurance coverage under the Employer's plan. If both spouses are employed by the Employer, then they shall be eligible for only one (1) coverage policy.

B. Notwithstanding anything in this Agreement to the contrary, if legislation, regulatory action or other official guidance or judicial interpretation (hereinafter "legal authority") requires the County to provide health insurance benefits in circumstances not required under this Agreement, the County shall comply with this legal authority. The term "requires" includes circumstances where non-compliance with applicable legal authority would result in, or potentially result in, new and/or additional costs to the County with respect to the health insurance it makes available to bargaining unit members. Compliance with this legal authority shall not be considered precedent-setting, past practice, a modification of the collective bargaining agreement or a waiver for any other circumstance.

In the event that applicable legal authority is modified, repealed or otherwise changed, and such action reduces or repeals the County's obligations with respect to providing health insurance benefits to bargaining unit employees and/or their family members, the County may modify or eliminate such benefits consistent with the change in applicable legal authority so long as such modification or elimination does not result in the provision of lesser health insurance benefits than provided by sections 1-2 of this Agreement.

Section 3 - Drop Payment.

The Employer agrees to pay annually to employees a payment of nine hundred dollars (\$900) for dropping individual coverage, one thousand two hundred dollars (\$1,200) for dropping dependent coverage or one thousand four hundred dollars (\$1,400) for dropping family coverage, whichever is presently provided to the employee. If, however, there are at least nine (9) but less than twelve (12) bargaining unit members who drop coverage, apply for and are eligible for a drop payment, the payments will be one thousand four hundred dollars (\$1,400) for dropping individual coverage, one thousand seven hundred dollars (\$1,700) for dropping dependent coverage, or one thousand nine hundred dollars (\$1,900) for dropping family coverage, whichever is presently provided to the employee. If there are twelve (12) or more bargaining unit members who drop coverage, apply for and are eligible for a drop payment, the payments will be one thousand nine hundred (\$1,900) for dropping individual coverage, two thousand two hundred dollars (\$2,200) for dropping dependent coverage, or two thousand four hundred dollars (\$2,400) for dropping family coverage, whichever is presently provided to the employee. For new employees becoming eligible during the first calendar year of employment the amount will be prorated.

When an employee signs a statement that he/she has procured health insurance through a spouse's employment, other employment of the employee or a private insurance plan, he will be eligible to apply for the alternative payment. Payment for this option will be made one (1) year after the effective date as provided by the following paragraph of this section.

Health insurance drop payments will be in the amounts specified in the first paragraph of this section, and will be provided to eligible employees during the first payroll following September 1st of each year. (Eligibility will be based upon the employee being eligible for, but foregoing health insurance benefits, for the period of September 1st of the preceding year to August 31st of the drop payment year.)

No employee who receives County health insurance benefits through another employee or retiree shall be entitled to a drop payment. In the event both spouses are eligible for County health insurance and drop their County health insurance, they may receive one drop payment. In this event, they must designate which of the two will receive the drop payment or instruct the Employer to provide each with one half of the drop payment.

Section 4 - Dental Insurance.

The Employer agrees to provide a payroll deduction for members of the Association to purchase dental insurance. The premium costs of such insurance shall be 100% employee paid. The County Treasurer shall make payment of said deductions to the provider of the coverage. There shall be only one provider of coverage, selected by the Association. The Association agrees that a minimum of (50%) of its membership shall participate in the plan.

Section 5 – Flexible Spending Account.

The Employer will maintain a Flexible Spending Account for full-time unit members.

The Flexible Spending Account will be discontinued effective the year the Patient Protection and Affordable Care Act excise tax (“Cadillac tax”) becomes effective, should this occur.

Section 6 – Health Insurance Reopener.

The parties agree to immediately reopen negotiations with respect to health insurance (Article 9), at the request of either party, in the event that Federal and/or State legislative, regulatory action or other official guidance or judicial interpretation occurs that would impose, or potentially impose, new and/or additional costs for health insurance on the County or bargaining unit members.

Section 7 – Health Risk Assessment.

The County may establish a financial incentive of \$100 in value for unit employees who complete a health risk assessment. The County shall have sole discretion to determine whether to offer an incentive. If offered, the County will have sole discretion to determine the details of the incentive except as otherwise expressly provided in this section. The incentive may be limited to unit employees who have County health insurance. The incentive will be conducted by

an entity other than the County. The entity shall be selected by the County. This entity shall not provide the County with health information regarding specific employees obtained from the assessment; however, the entity may provide aggregate health data to the County and may inform the County of the identity of persons who participated. Employee participation shall be voluntary.

Section 8 – Health Insurance Continuation Upon Death of Covered Employee.

In the event a contractual full-time employee with County health insurance dies in service, and that coverage applied to one or more of the employee’s surviving family members, coverage will be continued for a period of three calendar months following the employee’s death. The surviving, covered family members may not make any changes in coverage that would increase the cost of such coverage. If under the terms of the health insurance plan a family member becomes ineligible to continue participation in the plan during the three-month extension period, that family member’s coverage will be discontinued as required by the plan. The Employer will pay the full cost of the coverage for the extension period. The Employer may modify the level of coverage (e.g. two person coverage to individual coverage) as appropriate. This paragraph shall not modify the COBRA rights of covered, surviving family members of the employee.

ARTICLE 10
RETIREMENT HEALTH INSURANCE

Section 1 – Generally.

Full-time employees hired prior to January 2, 2009, who retire after completing twenty-five (25) years of continuous full-time service to Livingston County, and who are eligible to receive retirement benefits under a New York State and Local Retirement Systems Plan during the term of this agreement, shall be eligible for health insurance coverage after retirement, unless they have waived their right to this benefit as set forth in Article 31, section 2 of this agreement. Employees hired on or after January 2, 2009, shall not be eligible for retiree health insurance benefits.

- A. For employees hired prior to January 1, 1992, the Employer will pay the full cost thereof for individual, dependent or family coverage, whichever is in place on the effective date of retirement, including any additional rate increases.
- B. For employees hired on or after January 1, 1992, but before January 1, 2001, the Employer will provide an individual coverage policy identical to that which is provided to active, full-time employees. Said retired employee shall be eligible for dependent or family coverage by paying the full cost of the difference between individual coverage and dependent or family coverage directly to the County Treasurer in advance of such premiums coming due.
- C. For employees hired on or after January 1, 2001, but before January 2, 2009, the Employer will provide an individual coverage policy identical to that which is provided to active, full-time employees. The Employer will pay the same percentage of the health insurance cost that it paid toward health insurance benefits immediately prior to the employee’s retirement, and the employee will pay the remainder of the cost. Said retired employees shall be eligible for dependent or family coverage by paying the difference

between the amount the Employer contributes toward premiums for individual coverage and the cost of the dependent or family coverage selected by the retiree, with such payments being made directly to the County Treasurer in advance of such premiums coming due.

Section 2 – Death of Retiree.

This article applies only to retiring employees and their dependents who are covered by County health insurance at the time of retirement. (No new spouses, children or other dependents may be added or substituted to the coverage following retirement.) Upon the death of the retired employee, the surviving, covered spouse would be entitled to individual coverage or family coverage if other dependents were covered at the time of retirement. The spouse's coverage would cease upon remarriage or death. Other eligible dependents' coverage would terminate as stated in the contract between the Employer and the health insurance provider.

ARTICLE 11
MEALS

Section 1 - Payment Amount.

Each full time deputy assigned to and actively working on road patrol shall be allowed a quarterly lump sum payment of \$150.00 (one-hundred fifty dollars) payable by the Employer. To be eligible for said payment, each deputy must be on the road patrol payroll for the three months preceding the payment. The phrase “actively working on road patrol” shall *not* include any periods of time an employee is absent from duty for more than fourteen (14) consecutive calendar days, regardless of the reason for the absence from duty and regardless of whether he/she is on a paid or unpaid status. If an employee is actively working on road patrol for only a portion of a calendar quarter due to authorized absence (s) from duty, but otherwise meets the requirements of this section, the employee shall be entitled to a prorated meal allowance.

Section 2 - Payment Dates.

Payment will be made in January, April, July, October of each year for quarters ending March 31, June 30, September 30 and December 31 and all vouchers for payment must be approved by the Sheriff.

ARTICLE 12
UNIFORMS

Section 1 - Furnishing Uniforms.

The Employer agrees to furnish uniforms for all full-time deputies, excluding plain clothes personnel.

Section 2 - Dry Cleaning.

The Employer will continue in effect the present practice of dry cleaning the uniforms provided pursuant to Section 1 above.

Section 3 - Selection of Uniform.

The Employer may prescribe the uniform to be worn by employees when on duty.

Section 4 - Return of Uniforms.

When an employee terminates his employment with the Employer he shall return to the Employer all uniforms provided pursuant to Section 1 above.

**ARTICLE 13
CLOTHING ALLOTMENT**

The Employer will provide an annual clothing allotment of \$300.00 for each full-time employee who is assigned by the Sheriff as plain clothes personnel.

**ARTICLE 14
COURT TIME**

Section 1 - Payment for Court Time.

An employee subpoenaed to attend court outside of his/her regular work hours in connection with matters relating to his/her County job duties shall be paid at the employee's overtime rate for the actual time spent attending court or for two (2) hours, whichever is greater.

Section 2 – Mileage.

If employees are approved by the Sheriff to use their own vehicle, mileage will be paid by the Employer at the current federal rate as approved by the Board of Supervisors.

**ARTICLE 15
FALSE ARREST INSURANCE &
DEFENSE & INDEMNIFICATION**

Section 1 – False Arrest Insurance.

When available, the Employer agrees to provide False Arrest Insurance for the employees covered by this Agreement.

Section 2 – Defense & Indemnification.

The Employer will defend and indemnify employees as required by New York State Public Officers Law section 18.

ARTICLE 16

PENSIONS

Section 1 - Road Patrol Employees.

The Employer shall elect to participate in New York State and Local Retirement Systems plan Article 14-B, section 551(e). All eligible road patrol employees shall be entitled to participate in said plan, and it shall be each employee's obligation to comply with New York State and Local Retirement Systems rules regarding enrollment in such plan. If an employee fails to comply with such rules, the Employer shall have no obligation to take action to enroll the employee in such plan. Unused sick leave rider will be provided if New York State legislation is changed to allow coverage.

Section 2 - Other Employees.

For all employees who are not eligible to participate in the plan specified in section 1 of this Article, the Employer will continue to provide the County-wide retirement plan.

ARTICLE 17

PAY AND WORK WEEK

Section 1 – Scheduling.

All employees except investigators will be placed on a four-two schedule or a five-two, five-three schedule, at the discretion of the Sheriff. The work day for these employees will be eight and one half (8.5) hours per day. Investigators will continue to work a five-two schedule with eight (8) hour days. The Sheriff may utilize other schedules, in his discretion, if there is an emergency need or in cases of special duty assignments. Employees whose regular work day is eight and one half (8.5) hours will accrue and use all leave days as eight and one half (8.5) hour days. Employees whose regular work day is eight (8) hours will continue to accrue and use all leave days as eight (8) hour days.

Section 2 - Pay Day.

The pay day will be every other Friday. All employees shall participate in the Employer's direct payroll deposit program.

Section 3 – Shift Assignments.

Beginning in 2009 and continuing in subsequent years, between November 1st and 30th of each year, employees shall provide written notice of their shift preference for the following year to the Deputy Sheriff/Major (Criminal-Road Patrol). The Sheriff will review shift preferences and determine shift assignments for the following year. If all other considerations are equal, the Sheriff will assign shift based upon seniority in grade. The Sheriff will have sole discretion to determine whether other considerations are equal.

ARTICLE 18

WAGES

Section 1 - Starting Wages.

For those employees covered by this Agreement who are hired subsequent to the date of execution of this Agreement, they will receive a salary equal to the base of the grade for which the employee is hired, except that a newly hired employee may be placed at any position in the salary grade for which he is being hired with the approval of the Sheriff and the County Administrator.

Section 2 -- Promotions.

Promotional placements shall be made so that the step in which an employee is placed will be at the next greater step following a rate computed by adding the increment of the new position to the employee's existing step rate (without longevities); except, when the computed rate equals an existing step in the new grade, then the employee's rate shall be that step.

Employees promoted to a different pay grade after September 30th of any year shall not be eligible for consideration for an annual increment on the January 1st immediately following the aforementioned date.

Section 3 - Wage Increases.

FULL TIME EMPLOYEES

All full-time employees on the payroll on or after the date of execution of this agreement shall be paid in accordance with the attached rate schedules. (These rate schedules represent: (1) an increase to all 2016 rates of \$0.24 per hour, then (2) increases effective January 1st of each year as follows: 2.0% for 2017, 2.0% for 2018, and 2% for 2019.) Any amounts earned by said employees which were not paid prior to the execution of this Agreement shall be paid within sixty (60) days of the execution of this Agreement. Employees entitled to increments shall receive increments.

PART-TIME EMPLOYEES

Part-time employees other than Deputy Sheriff/Road Patrol Trainees shall be paid the grade 13 Base rate for the applicable year effective upon execution of this agreement. No retroactive pay will be provided to part-time employees.

Section 4 – Overtime.

Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of compensation for all hours worked over eight hours per day for full-time employees whose normal work day is eight hours, or for all hours worked over eight and one half hours per day for full-time employees whose normal work day is eight and one half hours, and as otherwise required by the Fair Labor Standards Act.

Section 5 - Part-Time Employee Compensation and Longevity Rates.

Part-time employees of the Sheriff's Department shall be paid at the rates set forth in section 3 of this Article for time actually served with no other allowable expenses or benefits provided in this Agreement, except: (1) Retirement if they are eligible and if they wish to contribute to the Retirement Plan, (2) health insurance coverage pursuant to Article 9, §2.1 if they are eligible and elect coverage, and (3) the deferred compensation IRC §457 plan if they are eligible and elect to participate in such plan as set forth in Article 31, §1. All part-time employees who have completed five years continuous service will increase their hourly rate by 5%. Those completing ten years of continuous service will increase by 10% over their regular hourly rate.

The provisions of this paragraph shall become effective on the first day of the pay period following collective bargaining agreement execution. In the event a full-time, permanent employee retires and then returns to employment on a part-time basis within two (2) years of the date of retirement, the employee's continuous full-time, permanent service within the LCCOPS unit that occurred immediately prior to the retirement will be credited toward eligibility for the part-time employee longevity pay described in the preceding paragraph.

Section 6 - Full-Time Employee Longevity Rates.

The longevity increments will be:

- A. For five (5) years of service, one thousand dollars (\$1,000.00);
- B. For ten (10) years of service, an additional one thousand fifty dollars (\$1,050.00) to bring the total longevity payment to two thousand fifty dollars (\$2,050.00);
- C. For fifteen (15) years of service, an additional one thousand one hundred dollars (\$1,100.00) to bring the total longevity payment to three thousand one hundred fifty dollars (\$3,150.00);
- D. For twenty (20) years of service, an additional one thousand one hundred fifty dollars (\$1,150.00) to bring the total longevity payment to four thousand three hundred dollars (\$4,300.00); and
- E. For twenty five (25) years of service, an additional one thousand two hundred dollars (\$1,200.00) to bring the total longevity payment to five thousand five hundred dollars (\$5,500.00).

Section 7 – Canine Handler Pay.

In the event the Employer elects to have a canine program, it shall pay handlers who care for the dog(s) on off duty time at a rate equal to the higher of the State or Federal minimum wage rates (or at its overtime rate, if applicable) for this work. Handlers will receive one hour of compensation per day for the off duty care of the dog(s).

Section 8 – On Call Pay.

Employees who are on call and restricted in their activities by prior express order of the Sheriff will be paid the following rates per day of restriction:

Weekday	\$25
Weekend day & Regular Holiday	\$35
Special Holiday	\$60

“Regular Holidays” are Martin Luther King Day, Presidents Day, Columbus Day, and Veterans Day. “Special Holidays” are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Effective the first day of the pay period following collective bargaining agreement execution, the on call rates will be as follows:

Weekday	\$25
Weekend day	\$45
Regular Holiday	\$60
Special Holiday	\$100

Section 9 – Premium Pay: Eleven and One Half Hour Period Between Shifts.

Employees who have less than eleven and one half (11.5) hours off between shifts will be paid at the overtime rate for all time worked within the eleven and one half (11.5) hour period following the end of the last shift. Periods of call out work shall not be considered to determine an employee’s eligibility for premium pay.

For example: If an employee is scheduled to work from 8:00 a.m. to 4:00 p.m. on Monday and then from 4:00 a.m. to 12:00 p.m. on Tuesday, but he actually works from 8:00 a.m. to 8:00 p.m. on Monday and 4:00 am to 12:00 pm on Tuesday, premium pay is owed for the first three and one half (3.5) hours worked on Tuesday because there was a break of less than eleven and one half (11.5) hours between the work shifts. If an employee works from 8:00 a.m. to 4:00 p.m. on Monday, is called out from 8 p.m. to 10 p.m. on Monday, and then works from 4 a.m. to 12 p.m. on Tuesday, the employee is not entitled to premium pay because he had an eleven and one half (11.5) hour break if the call out is not considered.

Section 10 – Training Time.

If an employee reports for training on a regular pass day, the employee will be paid a minimum of two hours pay unless the time is an extension of the employee’s regular shift.

The remainder of this section shall become effective upon collective bargaining agreement execution.

In the event an employee attends authorized training outside of Livingston County where the employee travels from home to the training site and then from the training site to home in the same day, the hours the employee spends traveling less the employee’s normal commute time

will be considered hours worked and compensated accordingly. If an employee attends such training but leaves from the Sheriff's Office and reports back to the Sheriff's Office after the training, the hours the employee spends traveling from the Office to the training and from the training to the Office will be considered hours worked and compensated accordingly. "Authorized training" is work related training an employee attends with the express authorization of the Sheriff. "Normal commute time" is the reasonable travel time associated with the employee's travel from home to work and from work to home on a typical work day.

Travel time to and from training outside of Livingston County that involves an overnight stay will be compensated pursuant to the Fair Labor Standards Act.

Travel time to and from training held within Livingston County will not be paid unless the travel occurs after the employee has reported to work and before the end of the employee's work shift.

Section 11 – Officer in Charge.

If a Deputy is designated the officer in charge for a full shift, the employee shall receive one (1) extra hour of pay at the employee's overtime rate.

Section 12 – Step Movement.

Wage steps are set forth on the rate schedules attached to this agreement. New full-time employees hired before July 1st shall move up one wage step on January 1st of the following year. New full-time employees hired on or after July 1st shall move up one wage step on July 1st of the following year. Thereafter, full-time employees will move up one step each January 1st. Part-time employees do not receive step movement.

Section 13 – Seasonal Employee Compensation.

Seasonal employees as defined in Article 1, §2 of this agreement shall be paid at the starting wage rate for their title. Seasonal employees will not be eligible for step movement, longevity increments or fringe benefits.

Section 14 – Specialty Assignment Pay.

Employees assigned by the Sheriff to one or more specialty unit(s) will receive an additional \$0.05 per hour for the duration of their assignment to the unit(s). "Specialty units" as used in this section means Honor Guard, Emergency Response Team, Mounted Horse Unit and Dive Team. Assignments to specialty units shall be within the sole discretion of the Sheriff, and neither assignments nor non-assignments to any of these specialty units shall be subject to challenge or review under the grievance and arbitration procedures of Article 25 of the Agreement or any other procedure.

Section 15 – Field Training Officer Pay.

Any full-time employee who is assigned to field train a new employee shall receive one (1) extra hour of pay at the employee's overtime rate for each full shift assigned the field training duties.

ARTICLE 19
NIGHT SHIFT DIFFERENTIAL

The Employer will pay night shift differential for all hours worked in accordance with the following schedule:

Second Shift	\$.35
Third Shift	\$.40

Effective the first day of the pay period thirty (30) days following execution of this collective bargaining agreement, the rates shall be increased to the following:

Second shift	\$.40
Third shift	\$.45

ARTICLE 20
SENIORITY

An employee's continuous, full-time service, without any interruption or break in service, shall be the determining factor in establishing an employee's seniority.

ARTICLE 21
CALL OUT PAY

Section 1 – Generally.

Except as otherwise provided in the next paragraph, employees shall be guaranteed a minimum of four (4) hours pay at the employee's overtime rate when called out to work at a time when the employee is not scheduled to work, provided the call out is in accordance with the rules and regulations of the Sheriff.

SWAT team members shall be guaranteed a minimum of one (1) hour pay at the employee's overtime rate when called out to perform SWAT duties at a time when the employee is not scheduled to work, provided the call out is in accordance with the rules and regulations of the Sheriff.

Section 2 - Work Before or After Scheduled Shift.

An Employee is not "called out to work" when he continues to work beyond the end of his regularly scheduled work day or when he begins his work day before the time at which he is scheduled to do so.

ARTICLE 22
BEREAVEMENT LEAVE

In the event of death in the immediate family, each employee shall be granted time off with pay for time lost during the regular scheduled work week. This time shall not exceed three (3) days and will normally end on the day of the funeral.

The immediate family referred to herein shall consist of mother, father, mother-in-law, father-in-law, husband, wife, children, sister, brother, and grandparents of the employee, or any other relative who is a member of the employee's household, and employee's grandchildren and step-parents.

ARTICLE 23
TUITION ASSISTANCE

Section 1 - Purpose.

The education reimbursement program is designated to encourage the career development and advancement within County employment and to assist employees in achieving reasonable career goals, as well as improve their services to the public.

Section 2 – Eligibility.

Regular, full-time employees holding permanent status with the Employer shall qualify for tuition assistance. The program is designed to reimburse tuition of a course of study which meets standards approved by the Employer. Any course must relate to the career goals of the department where employed.

Section 3 – Applications.

The applicant shall apply in writing to and be approved by the Department Head and the County Administrator at least thirty (30) days prior to commencement of the course.

Section 4 – Conditions.

Applicant must be on the County payroll for the duration of the course and the course must be scheduled outside the employee's regular work hours.

Section 5 – Reimbursement.

The maximum reimbursement to any employee will be equal to 50% of the actual tuition cost to the employee, to a maximum of \$300.00 in any calendar year. Actual reimbursement will be contingent upon the following:

- a. The course must be taken from an accredited N.Y.S. college.
- b. The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed with a Grade Point average of C or above.

Section 6 - Appeal of Denials.

Disapproval of the course is not grievable. However, the employee may appeal to the Ways and Means Committee of the Board of Supervisors.

ARTICLE 24
PERSONAL PROPERTY DAMAGE

The Employer agrees to repair, replace, or compensate any full-time employee who has his/her prescription eye glasses, eyewear or wrist watch damaged, destroyed or rendered unusable as a result of the performance of his/her duties as directed by the Employer. Employee must submit receipts for above costs and compensation will be paid only after approval by the Sheriff, and will not exceed five hundred dollars (\$500.00) per incident per employee.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 1 - Definition of Grievance.

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific provision of this Agreement which arises during the term of this Agreement. Disputes concerning the discipline of an employee shall not be a "grievance" as defined in this article, and all such disputes shall be processed under section 75 of the Civil Service Law if applicable to the employee in question.

Section 2 - Grievance Procedure.

The contract grievance procedure shall be as follows:

- A. **Step 1.** An employee or the Association shall, as a condition precedent to the grievance procedure, present the grievance in writing, on a form to be mutually agreed upon by the Employer and Association, to the Sheriff or his designee, with a copy to the County Administrator, not later than ten (10) business days¹ after the date on which the employee knew or could have reasonably known that the act or omission giving rise to the grievance occurred. The Sheriff or his designee shall take the steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee and the Association, in writing no later than ten (10) business days following the date of submission.

- B. **Step 2.** In the event the Association wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the County Administrator in writing within ten (10) business days of the receipt of the Step 1 decision. Such appeal shall contain a concise statement of the grievance and a specific reference to the section of this Agreement which is claimed to have been violated. The County Administrator and the Sheriff, or their designees, will meet with a representative of the Association and the aggrieved employee.

¹ "Business days" as used in this section shall mean Mondays through Fridays excluding days when the County Administrator's office is closed for holidays.

The County Administrator shall offer to the Association at least one date for this meeting that falls within fifteen (15) business days of the date the appeal was received by the County Administrator. If the Association rejects the offered date(s), the meeting will be scheduled at a mutually convenient time without unreasonable delay. The County Administrator shall issue a written decision within ten (10) business days after the meeting and provide the Association with a copy of this decision.

- C. **Step 3.** The Association shall have fifteen (15) business days to appeal an unsatisfactory decision at Step 2 to Arbitration. A demand for arbitration shall be filed with the Public Employment Relations Board. The cost of such arbitration and the hearing room shall be borne equally by the Employer and the Association, all other costs of arbitration shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. The arbitration decision shall be final and binding on the parties.

Section 3 - Failure to Reply.

Failure by the Employer to reply timely at any step of the grievance procedure will permit the employee or Association to appeal to the next step beginning on the last date a reply should have been received.

ARTICLE 26

LAY OFF

Section 1 – Competitive Class Employees.

Layoffs of competitive class employees will be conducted in accordance with Civil Service Law.

Section 2 – Other Employees.

All employees other than competitive class employees shall be laid off as follows:

1. **Notice of Layoff.** Any employee to be laid off will receive no less than 15 calendar days notice, such notice is to be delivered by hand by a ranking officer or by registered mail.
2. **Bumping Rights.** When a full time employee within any title is laid off due to a reduction in the work force, he or she may displace another employee serving the same title, or lower title, providing the displacing employee has greater seniority than the employee whom he or she displaced. If a permanent employee is displaced from a position for which there is no lower level occupied position he or she, if he or she so desires, exercises his or her seniority to displace another employee with the least seniority who is serving in any lower position.

ARTICLE 27
207-C POLICY

Section 1 – Purpose.

The purpose of this policy is to set forth the procedures by which the Livingston County Sheriff's Department will comply with the requirements of General Municipal Law ("GML") section 207-c. This section provides certain law enforcement personnel with compensation when they suffer from disabling injuries or illnesses which resulted from the employee's line of duty work. It is not the intent of this policy to provide compensation beyond that which is required by the statute, nor should any provision of this policy be construed to provide any compensation not required by the statute. Nothing herein shall be construed as a limitation of the rights granted by this statute to Livingston County.

Section 2 – Policy.

The Livingston County Sheriff's Department will comply fully with the requirements of GML section 207-c.

Section 3 – Procedure.

The exclusive procedure for handling GML section 207-c claims is as follows:

1. **Designation of Administrator.** The County Administrator shall designate an administrator who shall have the exclusive authority to make determinations on behalf of Livingston County pursuant to GML section 207-c.

2. **Notice of Disability or of Need for Medical Treatment.** A law enforcement officer who alleges to be injured in the performance of duty or who alleges to be taken sick as a result of the performance of duty and who seeks any benefit afforded by GML section 207-c shall notify his/her supervisor as required by the Rules and Regulations of the Livingston County Sheriff's Department as stated in Rule A16A, **and**:

- a. An employee injured in the line of duty shall:
- (i) Immediately² report the injury and the incident causing the injury to his/her immediate supervisor;
 - (ii) Ask the supervisor to respond to the scene of the injury to conduct an investigation;

² "Immediately" as used in 3.2(a)(i) and (b)(i) shall mean reporting:

- by the end of the work shift during which the employee is injured, or
- by the end of the work shift during which the employee is exposed to a communicable illness, if known, or
- within 24 hours of the employee's knowledge of: (a) being exposed to a communicable illness if discovered at a later date, or (b) having contracted the work related illness if the employee was not aware he/she was exposed to a communicable illness prior to diagnosis.

Delinquency of more than five (5) days in meeting the reporting requirements of 3.2(a)(i) or (b)(i) above shall constitute a waiver of the claim and a bar to the receipt of benefits under this policy for the injury or illness, as applicable.

- (iii.) Submit a written report concerning all of the details of the injury along with any other pertinent reports of the incident within 24 hours, and
 - (iv.) Submit an application for benefits on a form provided by the Employer within twenty (20) days from the date of injury. Failure to apply within this time limit shall constitute a waiver of the claim and a bar to the receipt of benefits under this policy for the injury.
- b. An employee taken sick as a result of the performance of duty shall:
- (i.) Immediately report the illness to his/her supervisor and inform the supervisor in writing that he/she is requesting 207-c benefits, and
 - (ii.) Submit an application for benefits on a form provided by the Employer within twenty (20) days from the date of discovery of illness. Failure to apply within this time limit shall constitute a waiver of the claim and a bar to the receipt of benefits under this policy for the illness.

Notification to the Employer under “a” or “b” above shall fully describe the nature of the injury or sickness which is the basis for the employee's 207-c claim.

3. **Status Pending Determination of Eligibility for Benefits.** In the event a law enforcement officer asserts an inability to perform duties, he/she shall be placed on sick leave or may use other available accrued leave, consistent with the collective bargaining agreement. Upon a determination by the administrator that a law enforcement officer who has been unable to work is eligible for payment of the full amount of regular salary or wages pursuant to the provisions of GML section 207-c, all sick leave or other paid leave which was utilized pursuant to this paragraph shall be restored in full. A law enforcement officer receiving payment of the full amount of regular salary or wages pursuant to GML section 207-c shall not suffer any reduction of accrued leave while in receipt of such payment. A law enforcement officer seeking the benefits of this section of law may be examined by a physician selected by the administrator to verify the existence of an injury or sickness.

4. **Benefit Determination.** An application for the benefits of GML section 207-c shall be processed as follows. An individual seeking benefits must demonstrate by substantial evidence his/her entitlement to them. The administrator shall promptly review an application timely made and any other pertinent documents or evidence available and promptly render a determination. If a determination is made that the injury occurred in the performance of duty or that the sickness is a result of the performance of duty, the administrator shall direct payment of the full amount of regular salary or wages and shall insure municipal responsibility for the reasonable and customary cost of treatment and hospital care associated with the injury or illness. A written notice of such a determination by the administrator shall be provided to the law enforcement officer. The payment of regular salary or wages and medical expenses may be discontinued as provided by GML section 207-c.

In the event a question arises as to initial eligibility for benefits or their continuation once awarded, the following procedure shall apply. The administrator shall promptly inquire into the applicable facts and may require the claimant to submit to one or more medical examinations as may be reasonably necessary to determine the existence of a disability and its extent. To resolve questions of initial or continued eligibility for benefits, the administrator shall make a decision on the basis of any medical evaluations and information available or otherwise provided by the claimant. A claimant may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such injury or sickness. The administrator shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and on reasonable notice require the attendance of the claimant or any witness to an incident to secure information; may require the applicant to sign a release for information pertaining to his/her medical history, and may undertake any other reasonable act necessary for making a determination pursuant to this procedure. The administrator shall make a determination as to initial or continued eligibility for benefits based upon evidence collected or obtained. A claimant shall be notified in writing of any determination made by the administrator.

5. **Other Employment.** Employees with pending or approved 207-c claims may not engage in any employment, including self employment, during their period(s) of leave. This shall not prohibit the employee from performing light duty for the Livingston County Sheriff's Office as described in paragraph 6 of this Article.

6. **Assignment to Light Duty.** The administrator may assign a disabled individual specified light duties, consistent with his/her physical or mental condition. The administrator may cause a medical examination of the individual to be made at the expense of the municipality for the purpose of determining whether a light duty assignment is appropriate, and if so, what duties are acceptable. Upon review of the medical assessment of the law enforcement officer's ability to perform a light duty assignment, the administrator may make a light duty assignment.

7. **Review of Eligibility for Benefits.** The administrator may review the continued eligibility of an individual to receive the benefits of this section of law by initiating a due process hearing for consideration and determination of the matter. The burden of proof in such a hearing shall be upon Livingston County.

8. **Effect of Other Disability Determination.** A determination made by an officer, agency, or court regarding an entitlement to any other statutory disability benefit or regarding the existence of a disability or its extent may be noticed by, but shall not be controlling upon, Livingston County.

9. **Appeals.** Any final determinations made by the administrator regarding an employee's eligibility or continued eligibility for 207-c benefits or light duty shall be subject to review by the County Ways and Means Committee. An employee may request such a review by completing an appeal form and mailing or delivering it within thirty (30) days after notice of denial or discontinuance of benefits, or assignment to light duty to the Chairman of the Ways and Means Committee, with copies to the Livingston County Sheriff and County Administrator. Appeal forms may be obtained upon request from the Livingston County Sheriff. Mailing/delivery shall be made to the Chairman of the Ways and Means Committee and the County Administrator at 6 Court Street, Room 302, Geneseo, New York 14454, and to the

Sheriff at 4 Court Street, Geneseo, New York 14454. Failure to appeal within this time will bar any further claims or challenges by the employee with respect to such action. Decisions of the County Ways and Means Committee may be appealed as provided by Article 78 of the Civil Practice Law and Rules. A transcript will be made of any appeal hearing.

10. **Termination of Benefits.** Benefits will be terminated if an employee fails or refuses to: authorize release of his/her medical history, participate in light duty, participate or cooperate in medical examinations, or participate or cooperate in prescribed treatment or care. If an employee appeals an assignment to light duty pursuant to the provisions of paragraph 9, above, such shall not constitute grounds for termination of benefits while such an appeal is pending. However, if it is subsequently determined that the light duty assignment was appropriate, the employee shall forfeit accrued leave time equivalent to the time period for which the employee should have been performing light duty.

11. **Exchange of Documents.** At all steps of this procedure the parties will mutually exchange all relevant documents including all relevant medical records. Any medical records that are exchanged will be kept confidential and shall not be redisclosed except as expressly permitted or required by law. Medical records concerning GML section 207-c will be kept separate from any other personnel files or records.

ARTICLE 28

DRUG & ALCOHOL TESTING POLICY

Section 1 - Substances. Employees may be tested for: alcohol, cocaine, marijuana, opiates, amphetamines, hallucinogens, steroids, methamphetamine, methylenedioxymethamphetamine, and any other drugs subject to testing under US FDA regulations.

Section 2 - Types of Testing. Employees are subject to the following types of testing:

Random Testing. The Employer may periodically conduct testing which will involve the random selection of employees for drug and/or alcohol tests.

Reasonable Suspicion. The Employer may require testing if it has reasonable suspicion that the employee, while on duty, is under the influence of a substance listed in Section 1.

Definition of Reasonable Suspicion. Reasonable suspicion is the criterion established by the courts as the basis for action by an employer when an employee is suspected of being under the influence of alcohol while on duty or illegally using drugs either on or off duty. Reasonable suspicion may be based upon:

1. Observable phenomena such as direct observation of illegally using or possessing drugs and/or physical symptoms of being under the influence of a controlled substance.
2. Observable phenomena such as direct observation of the use or possession of alcohol while on duty and/or physical symptoms of being under the influence of alcohol while on duty.
3. A pattern of abnormal conduct or erratic behavior.

4. Arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking.
5. Arrest or conviction for an alcohol related offense committed during on duty time.
6. Information provided either by reliable and credible sources or from other sources independently corroborated.

Reasonable suspicion need not rise to the level of the more familiar standard of probable cause, but it must be substantially more than a hunch. Good cause is necessary for the suspicion and such cause should be documented.

Post Accident. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the Employer may send the employee for testing.

Follow Up. If the employee returns to work after a positive substance test, follow up testing may be performed in accordance with a schedule established by the Substance Abuse Professional.

Section 3 - Testing Procedures. The following testing procedures shall be followed:

Notice of Requirement to Submit to Testing. The Sheriff or his designee will instruct the employee to report for testing. The employee will be informed of when and where to report for such testing. Employees will not be called in for random testing during non-working hours of the employee. This does not preclude reasonable suspicion or post accident testing of an employee when not on duty. If an employee is being sent for reasonable suspicion testing, the employee may request information regarding the basis of the suspicion. Such information shall be provided to the employee in writing no later than two business days³ after the request.

Challenging Reasonable Suspicion. The employee has the right to challenge reasonable suspicion. This challenge must be submitted in writing to the County Administrator and Chairman of the Board of Supervisors with a copy to the Sheriff. The employee must submit to the sample collection and the samples will be tested. Test results will be held by the testing agent and not communicated to the Employer. The employee and the Sheriff or his designee will be provided with the opportunity to state their cases to the County Administrator and the Chairman of the Board at a hearing held within 10 days of the employee's challenge of reasonable suspicion. The County Administrator and Chairman of the Board will render their decision in writing to the parties within ten days of the hearing. If the County Administrator and Chairman of the Board determine that there was reasonable suspicion for testing, the testing agent will forward the test results to the Employer, otherwise the test results will not be communicated to the Employer. During the challenge, the employee will be placed on an administrative leave without pay. The employee may use vacation, holidays or personal leave accruals to receive pay during the leave. If it is determined that there was no reasonable suspicion or there is reasonable

³ "Business days" shall mean Monday through Friday, excluding holidays.

suspicion but the test results are negative, the employee will be paid, or leave accruals will be reimbursed, for all missed work time.

Employee Submits to Testing. The employee will submit to testing as required by the Employer. If the employee is being sent for reasonable suspicion testing or post accident testing, the Employer will provide a driver to transport the employee to and from the testing site. Employees who are sent for testing must complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

Testing Agent. The testing agent shall be Safe Driver Solutions or another mutually agreed upon testing agent.

Employee Discloses Medications. The employee will disclose any medications, dietary supplements, illegal drugs, alcohol or other relevant substances that have been ingested within a relevant period to the testing agent as directed. This disclosure will be confidential and shall not be provided to the Employer unless there is a final positive test result.

Testing. An evidential breath testing device will be used for alcohol tests with tests administered by a certified breath alcohol technician. In the event that an employee is unable to produce enough breath for a breath alcohol test, a blood sample will be drawn and will be tested to determine blood alcohol concentration level. Drug tests will be performed by urinalysis by a scientifically accepted screening test with confirmation of positive results by Gas Chromatography-Mass Spectrometry or by another method which is scientifically accepted as being at least as reliable as the Gas Chromatography-Mass Spectrometry test. Split samples will be taken for drug tests. The urinalysis shall be performed by a Department of Health and Human Services certified laboratory.

Results. The testing agent will notify the Employer of the final test results. If necessary, the employee will sign a release and/or authorization acceptable to the testing agent to authorize and direct the provision of final test results to the Employer. The Employer will notify the employee of the results promptly. In the case of negative test results, the Employer will notify the employee in writing mailed by first class mail to the employee's last known home address. In the case of positive test results, the Employer will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. The Employer shall mail or deliver notice of the positive test results to the employee within 10 days of receipt. All results will be confidential and information regarding the results will be disseminated on a need to know basis only. A positive test result for drugs will be the detection of a substance listed in section 1. A test result of 0.04 blood alcohol concentration shall be deemed a positive test result subject to section 4 of this Article. A test result of less than 0.04 but 0.02 or greater blood alcohol concentration shall result in the employee's suspension from duty for a period of 24 hours unless the employee was on a call out at the time he is sent for the test. If the employee was on a call out at the time of the test, the employee may be relieved of duty without disciplinary consequences for a test result of less than 0.04 but 0.02 or greater blood alcohol concentration.

Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request, in writing, a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory using the same testing techniques described in the "Testing" paragraph of this section. If the employee is suspended pending the results of the second analysis and the second analysis does not confirm the first, the employee shall be made whole for any pay or benefits lost as a result of the suspension.

Cost of Test. The cost of the test(s) shall be paid by the Employer.

Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

Section 4 - Effect of Positive Test Result. The effect of an employee's positive test result shall be as follows:

First Offense - Alcohol. After the first positive alcohol test, the employee will be referred to a Substance Abuse Professional ("SAP") selected by the Employer. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professional(s)/facility(ies) that the employee may use. Any professional/facility which is approved for treatment must: (1) provide the recommended treatment, and (2) make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements established by the SAP after consultation with the treatment professional. Otherwise, the employee may be discharged.

First Offense - Drug. After the first positive drug test which is unchallenged as provided herein or confirmed after challenge, the Employer may discharge the employee.

Other Offense. For subsequent offenses, the Employer may discharge the employee immediately.

Leave During Treatment. An employee may use accruals of sick, vacation, holiday and personal time to receive pay while seeking treatment, otherwise this period of time will be a leave without pay. Employee health benefits shall remain in effect during any periods of paid absence.

Section 5 - Voluntary Requests for Assistance. Voluntary requests for assistance with respect to alcohol problems will not be subject to discipline for first requests provided the request is

made before: (1) notice of testing is given to the employee, (2) the occurrence of an accident, or (3) arrest for an alcohol related offense. The provisions of this section do not apply to drug related requests.

Section 6 - Notice to Employees. The Employer will post a copy of the testing policy and procedure in the department and enter the policy into the departmental rules and regulations manual.

Section 7 – Other Drug and Alcohol Offenses. Employees shall be prohibited from possessing alcohol and/or illegal drugs in the workplace and/or on County property except as required for the performance of their County job duties. (This prohibition shall not include an employee’s possession of legal alcoholic beverages on County property if such beverages are locked in the employee’s private personal vehicle.) Improper possession of alcohol in the workplace and/or on County property may be grounds for discipline up to and including termination of employment. Improper possession of illegal drugs in the workplace and/or on County property is grounds for termination of employment.

Employees shall be prohibited from consuming alcohol at any time an employee is performing work duties for the County except as may be required as a part of a required and County authorized and/or supervised training program.

Employees shall immediately report to the Sheriff² any on duty or off duty arrests for drug and/or alcohol related offenses and advise the Sheriff immediately of all developments in the case, including providing evidence to support such reports if requested by the Sheriff. An arrest for an alcohol or drug related offense may result in an unpaid administrative leave until such time as the matter is resolved. A conviction for an on-duty drug and/or alcohol related offense will be grounds for termination of employment. A conviction for an off-duty drug and/or alcohol related offense may be grounds for discipline up to and including termination of employment.

ARTICLE 29 **CELLULAR TELEPHONES**

The Employer will provide six (6) cellular telephones for on-duty, work related use of unit employees. The telephones will remain in the workplace.

ARTICLE 30 **TRANSFERS FROM COUNCIL 82 UNIT**

Section 1 – Application of this Article.

This Article shall apply only to employees of the Sheriff’s Department who move from a full-time position under the New York State Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO, Livingston County Deputy Sheriffs Association Local 9050 (“Council 82”) contract directly to a full-time position under this Agreement. Such employees’ dates of hire and benefits will be handled as described in Sections 2-4 of this Article.

² For purposes of this section, in the absence of the Sheriff reports should be made to the Undersheriff. In the absence of both the Sheriff and Undersheriff, reports must be made to the Police Services Commander, the Deputy Sheriff/Major (Criminal – Road Patrol) or the Deputy Sheriff/Major (Investigations).

Section 2 – Date of Hire.

The employee will retain his most recent full-time date of employment with the Sheriff's Department.

Section 3 – Benefits.

A. **Health Insurance.** If the employee was receiving health insurance benefits under the Council 82 contract, the employee will be immediately eligible for health insurance coverage under this agreement. The employee must select a plan that is offered to employees in the Livingston County Coalition of Patrol Services ("LCCOPS") unit to take effect no later than the first day of the month following hire into the LCCOPS unit if his/her current plan is not one of the plans offered under this agreement. The employee must then contribute to the cost of his/her insurance pursuant to the terms of this agreement based upon his date of hire as described in Section 2 of this Article. If the employee was not receiving health insurance benefits immediately prior to his move into the LCCOPS unit, he will become eligible for health insurance coverage as otherwise provided in this Agreement.

B. **Paid Leave Time.** The employee may carry into his new employment all accrued leave time (e.g. vacation, holidays, etc.). The employee's date of hire as described in Section 2 of this Article will be used to determine when and how much new leave time will accrue.

Section 4 – Longevities.

The date of hire described in Section 2 of this Article will be used to determine the longevity payments owed to the employee under this agreement.

ARTICLE 31
DEFERRED COMPENSATION

Section 1 – Deferred Compensation Plan.

Full-time, permanent employees may participate in the Employer's deferred compensation plan. Such participation shall be voluntary. The Employer may provide payroll deduction for such participation. The Employer shall have no obligation to contribute to an employee's deferred compensation plan account. Effective upon execution of the collective bargaining agreement, part-time permanent employees may participate in the Employer's deferred compensation plan. A part-time, permanent employee who elects to participate in the plan must designate his/her contribution as a percentage of income, not a dollar amount.

Section 2 - Deferred Compensation Match Plan.

A. The Employer has instituted an IRC §401(a) plan to provide for employer matching of bargaining unit member's deferred compensation plan contributions, with the match not to exceed two percent (2%) of an employee's wages per pay period. Matching contributions shall be subject to all applicable legal limits and requirements, including those necessary to maintain the status of the plan. The Employer has the unilateral right, in its sole discretion, to: determine

details of the plan, determine the plan administrator (if any), and make any other decisions and take any other actions necessary to institute and administer such plan which are not inconsistent with the specific provisions of this Section.

B. Full-time, permanent bargaining unit members hired before January 2, 2009, may elect to participate in the §401(a) plan if they make an irrevocable waiver of their right to retiree health insurance benefits under Article 10. Such an election and waiver must be made on the Employer's designated form and filed with the County Personnel Office.

C. Full-time, permanent bargaining unit members hired on or after January 2, 2009, will be eligible for participation in the §401(a) plan after completing one year of full-time employment within the bargaining unit with no break(s) in service. Such an election must be made on the Employer's designated form and filed with the County Personnel Office.

D. A full-time, permanent bargaining unit member who participates in the §401(a) plan, retires from the County in a bargaining unit position, and begins collecting a retirement benefit from the New York State Employees' Retirement System immediately upon such retirement may continue coverage in a health insurance plan offered by the Employer provided he/she pays 100% of the premium cost. The retired bargaining unit member is responsible for paying the premium cost in accordance with Employer policies and practices, and failure to make such payment shall result in permanent loss of the right to health insurance coverage through the Employer.

ARTICLE 32 **DURATION**

This Agreement and any written amendments agreed upon and executed by the parties made and annexed hereto shall continue in full force and effect from January 1, 2017, and unless written notice is given at least one hundred and twenty (120) days but no more than one hundred and fifty (150) days prior to December 31, 2019, by either party requesting a change or termination of the same, then it shall continue in effect from year to year.

ARTICLE 33 **AGREEMENT**

Section 1 - Good Faith Bargaining.

The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Section 2 - Entire Agreement.

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement shall supersede or vary any of the provisions herein contained.

Section 3 – Severability.

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

Section 4 - Reopening Negotiations.

If a determination or decision is made as described in section 3 of this article, the original parties to this Agreement shall convene immediately to negotiate a satisfactory replacement for such article or part thereof.

APPENDIX A

The Association and the Employer mutually agree to form a Labor Management Committee consisting of no more than three (3) members for each party to meet at a mutually agreed time to discuss matters of concern to both the Association members and the Employer.

JOB TITLES AND SALARY GRADES - SHERIFF'S DEPARTMENT

GRADE	TITLE
15	Deputy Sheriff/Investigator Deputy Sheriff/Sergeant Deputy Sheriff/Sergeant (Identification Division)
14	Deputy Sheriff/Corporal
13	Deputy Sheriff/Road Patrol
12	Deputy Sheriff /Communications Officer
11	Deputy Sheriff/Road Patrol Trainee ⁴

⁴ A "Deputy Sheriff/Road Patrol Trainee" means a part-time Deputy Sheriff/Road Patrol officer who has not completed MPTC basic police training and received MPTC certification for same prior to his/her employment with the Employer. An employee is considered a trainee until he/she provides proof of successful completion of MPTC and receives MPTC certification. The trainee will be considered a Deputy Sheriff/Road Patrol officer beginning on the first day of the pay week immediately following this notice. Effective upon execution of the collective bargaining agreement, an employee is considered a trainee until he/she graduates from the police academy. The trainee will be considered a Deputy Sheriff/Road Patrol officer beginning on the first day of the pay week immediately following this graduation.

2017 RATE SCHEDULE

Grade	Base	1	2	3	4	5	Increment
11	M.W. **	NA	NA	NA	NA	NA	NA
12	\$23.34	\$24.50	\$25.61	\$26.71	\$27.86	\$28.97	\$1.06
13	\$24.40	\$25.53	\$26.65	\$27.77	\$28.90	\$30.02	\$1.12
14	\$25.56	\$26.79	\$27.98	\$29.21	\$30.41	\$31.63	\$1.18
15	\$27.18	\$28.50	\$29.79	\$31.08	\$32.37	\$33.70	\$1.26

2018 RATE SCHEDULE

Grade	Base	1	2	3	4	5	Increment
11	M.W. **	NA	NA	NA	NA	NA	NA
12	\$23.80	\$24.99	\$26.12	\$27.24	\$28.42	\$29.55	\$1.08
13	\$24.89	\$26.04	\$27.18	\$28.33	\$29.48	\$30.62	\$1.14
14	\$26.07	\$27.33	\$28.54	\$29.79	\$31.02	\$32.26	\$1.20
15	\$27.72	\$29.07	\$30.39	\$31.70	\$33.02	\$34.37	\$1.29

2019 RATE SCHEDULE

Grade	Base	1	2	3	4	5	Increment
11	M.W. **	NA	NA	NA	NA	NA	NA
12	\$24.28	\$25.49	\$26.64	\$27.78	\$28.99	\$30.14	\$1.10
13	\$25.39	\$26.56	\$27.72	\$28.90	\$30.07	\$31.23	\$1.16
14	\$26.59	\$27.88	\$29.11	\$30.39	\$31.64	\$32.91	\$1.22
15	\$28.27	\$29.65	\$31.00	\$32.33	\$33.68	\$35.06	\$1.32

** "M.W." means the higher of the Federal and State minimum wage rates. A trainee shall be provided with overtime pay as required by applicable Federal and/or State law. The trainee shall not be entitled to overtime compensation as otherwise set forth in this agreement. A trainee shall not be entitled to any other compensation that is provided by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 31 day of March, 2017.

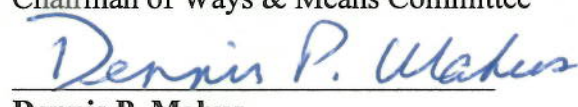
COUNTY OF LIVINGSTON:



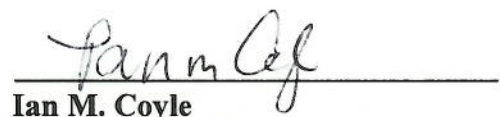
Eric R. Gott
Chairman of the Board of Supervisors



Daniel L. Pangrazio
Chairman of Ways & Means Committee



Dennis P. Mahus
Vice Chairman of Ways & Means Committee



Ian M. Coyle
County Administrator

**LIV.CO. COALITION OF
PATROL SERVICES:**

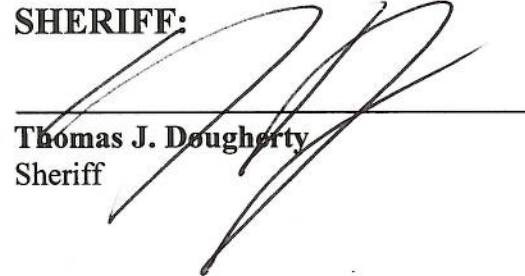


Daniel Rittenhouse
President



Michael Williams
Vice President

SHERIFF:



Thomas J. Dougherty
Sheriff

EXHIBIT 1

**LCCOPS UNIT
PAYMENT IN LIEU OF HOLIDAY REQUEST**

EMPLOYEE INSTRUCTIONS: Employees within the LCCOPS bargaining unit may make one election per calendar year for payment of unused, accrued holidays. Employees who wish to receive payment in lieu of holidays must complete this form and provide it to the Sheriff at least two weeks before payment is desired.

EMPLOYEE REQUEST:

I submit this request for the purpose of requesting cash payment for unused, accrued holidays. I understand this will be deducted from my accrued holiday hours and paid in a lump sum during a regularly scheduled pay period. I request payment for _____ holidays.

Employee's Full Name (PRINT)	
Employee's Signature	
Employee's Job Title	
Date of request	

[After completion of the "Employee Request" section, the employee provides the form to the Sheriff.]

SHERIFF'S ACKNOWLEDGEMENT OF RECEIPT:

Sheriff's Signature	
Date	

[After completion of this section, the Sheriff forwards the request to the Personnel Office.]

PERSONNEL OFFICE REVIEW:

Requested payment is:

- Approved
- Partially approved. The hours approved for payment are: _____ The employee is not eligible for the payment of additional hours. Payment to be made in pay period ending _____.
- Disapproved. The employee is not eligible for payment.

Personnel Representative Name (PRINT)	
Personnel Representative Signature	
Date	

[The Personnel Office retains the original request, then sends a copy to the Treasurer's Office and a copy to the Department.]

