

2021-2024 Agreement

**Agreement**

**between**

**County of Warren,**

**The Warren County Sheriff**

**and the**

**Teamsters Local 294**

**January 1, 2021 through December 31, 2024**

# 2021-2024 Agreement

Agreement made between the COUNTY OF WARREN, NEW YORK, hereinafter referred to as the “**COUNTY**”, the WARREN COUNTY SHERIFF, hereinafter referred to as the “**SHERIFF**”, as joint employers, collectively referred to as the “**COUNTY**”, and the TEAMSTERS LOCAL 294, hereinafter referred to as “**Union**”,

Whereas, the Public Employment Relations Board has certified the Union as the exclusive representative of the Correction Officers and Correction Sergeants of the County of Warren for the purpose of collective negotiations and the settlement of grievances;

Whereas, it is the purpose and intent of this agreement to provide a fair and cooperative working relationship between the County of Warren and its employees for the mutual benefit of the public, the County government and its employees.

Now, therefore, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

## Table of Contents

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
Article 1	Applicable Law	2
Article 2	Recognition	2
Article 3	General Bargaining Unit	2
Article 4	General Conditions	2
Article 5	Salary and Compensation Plan	4
Article 6	Workday, Workweek, Overtime	4
Article 7	Holidays	6
Article 8	Vacation and Leave Time	7
Article 9	Health Insurance Plan	13
Article 10	Retirement Plans and Death Benefits	16
Article 11	Grievances	16
Article 12	Waiver	18
Article 13	Employee Personnel Files	18
Article 14	Miscellaneous Provisions	18
Article 15	Seniority	21
Article 16	Changes to Agreement	21
Article 17	General Municipal Law Section 207-c	21
Article 18	Prior Agreements, Date and Duration	21
Schedule A	Salary and Compensation Plan	Attached
Schedule B	GML 207-c Procedures	Attached
Schedule C	Drug and Alcohol Testing Policy and Procedures	Attached

# 2021-2024 Agreement

## **Article 1 – Applicable Law**

This agreement shall be subject to all federal, state and local laws applicable thereto, and any of the terms of this agreement which are not consistent with or conform to said federal, state and local laws shall be deemed null and void.

## **Article 2 – Recognition**

The County recognizes the Union as the sole and exclusive bargaining agent with unchallenged representation status for the maximum period permitted by law, for all employees of the County in the bargaining unit with respect to the terms and conditions of employment and the settlement of grievances.

## **Article 3 – General Bargaining Unit**

### **Section 1**

The bargaining unit represented by the Union shall consist of the following full-time employees in the Sheriff's Office of the County of Warren:

- Correction Officers
- Correction Sergeants

### **Section 2**

All other full-time employees, and all part-time employees, are excluded.

## **Article 4 - General Conditions**

### **Section 1 – Prohibition of Strike**

The Union affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, slowdown, or demonstration interfering with the departmental operations of the County, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

### **Section 2 – Payroll Deduction**

(a) The County grants to the Union exclusive payroll deduction of membership dues from wages of Union members and upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the County shall make and remit such deductions to the designated account of the Union by direct deposit as soon as practicable.

(b) The County shall deduct from the wages of employees and remit, at least monthly to any approved financial institution, amounts which have been authorized by employees who have signed the appropriate payroll deduction authorization permitting such deduction. An employee's payroll deduction authorization may not be amended more than two times during any calendar year.

(c) No other employee organization shall be accorded similar payroll deduction privileges throughout the term of this agreement.

## 2021-2024 Agreement

(d) The Union agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, that may arise out of, or by reason of, any action taken by the County pursuant to the provisions of this section.

### Section 3 – Representation of Employees

(a) The Union shall have the sole and exclusive right to represent all employees in the bargaining unit in any and all proceedings under the Public Employees Fair Employment Act under the terms and conditions of this agreement; to designate its own representatives and to appear before the appropriate official of the County to effect such representation.

(b) All bargaining unit employees shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the County.

### Section 4 – Reservation of County Rights

(a) The County reserves the right to implement any rule or regulation concerning employee practices or working conditions without prior discussion with the Union provided it does not conflict with or violate any of the terms of this agreement or law.

(b) The County reserves the right to create or abolish any job, position or title without prior discussion with the Union provided it does not conflict with or violate any of the terms of this agreement or law.

### Section 5 – Furnishing of Copies of Agreement

The County will prepare and make available to all bargaining unit employees a copy of this agreement.

### Section 6 – Mandatory Legislative Language

Pursuant to Section 204-a of the Public Employees' Fair Employment Act: "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

### Section 7 – Nondiscrimination

The County agrees to administer its obligations under this agreement in a manner which will be fair and impartial to all employees and there shall be no discrimination against any employee because of age, race, creed, color, sex, national origin, disability, sexual orientation, predisposing genetic characteristics, marital status or military status by either the Union or the County or by virtue of an employee's participation or nonparticipation in the Union.

### Section 8 – Union Representatives

Union employees who are designated or elected for the purpose of adjusting grievances to assist in the administration of this contract subject to the approval of the Sheriff shall be permitted a reasonable amount of time to fulfill these obligations without loss of pay provided it does not interfere with the performance of their normal duties.

### Section 9 – Periods of Time

All periods of time prescribed by this agreement shall be considered to be calendar days rather than working days, unless specifically stated in a particular section as working days.

# 2021-2024 Agreement

## **Article 5 – Salary and Compensation Plan**

### Section 1 – Salary and Compensation

(a) During calendar years 2021, 2022, 2023, and 2024, employees shall be compensated according to the attached salary schedule.

(b) Any Warren County employee transferring into the bargaining unit as a Correction Officer shall begin at base pay consistent with that of new officers.

### Section 2 – Training Stipend

Employees who are assigned a person to train will be paid a stipend of \$10.00 per shift regardless of the number of hours the trainer is assigned to the trainee.

## **Article 6 -Workday, Workweek, Overtime**

### Section 1 – Workweek, Workday

(a) The regular workweek in the Sheriff's Office of Warren County shall be 40 hours consisting of five workdays.

(b) The regular hours of work in each day shall be eight hours and the Sheriff shall establish the schedule of working hours.

(c) All employees shall have a one-half hour lunch period included in the eight hour day.

(d) All employees shall have two twenty-four hour days off each week. The two twenty-four-hour days off each week should be consecutive and may go in conjunction with other leave days except for pre-selected training days, staff meetings, and unforeseen circumstances.

(e) Members may exercise a mutual exchange of a tour of duty (one day), provided that: the exchange occurs during the same work week (Monday through Sunday); the exchange does not cause either employee to receive overtime as a result of the altered hours during the employee's work week; and the affected employee's request for the exchange is made on a form to be provided by the Administration Office at least forty-eight (48) hours in advance of the requested exchange. Approval will not be unreasonably withheld, taking into account staffing needs, special events, pre-scheduled training, staff meetings, division meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public. Approvals for an exchange of shift are limited to a maximum of twelve (12) exchanges per employee. Any employee who does not honor an exchange obligation shall lose or forfeit the right to exercise a mutual exchange for a period of one (1) year, commencing the date of the exchanged tour of duty that was not honored.

(f) Employees will be provided access to the schedule when it is completed which will be at least 90 days in advance. Changes to the schedule will be made in a way that members can see the changes.

## 2021-2024 Agreement

(g) Compensatory Time Off in Lieu of Payment of Overtime. The employee may elect to take time off duty in lieu of payment for overtime worked. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The election to take compensatory time off will be made in writing on forms prescribed by the Sheriff. In the absence of any such election, the overtime work will be paid for at the regular overtime rate. Requests for compensatory time off shall be granted in order that they are received. In the event that more than one request is received at the same time, seniority shall govern. Requests for compensatory time off shall be made using the same process as in lieu days. An employee may accumulate up to forty and one half (40.5) hours of compensatory time off in lieu of overtime. All accumulated and unused compensatory time shall be paid to the employee in the last paycheck received in each calendar year that this provision is in effect and the employee shall thereafter be allowed to once again start to accrue time for use in the following year. Approval of requests for use of compensatory time shall be conditioned upon the needs of the Sheriff's office and/or correctional facility and once granted approval for use of compensatory time may be revoked for the same reasons. This benefit or privilege of using compensatory time shall end December 31, 2020, unless extended by separate written agreement by the County Board of Supervisors, Sheriff and the Union, such agreement being completely optional to each party.

### Section 2 – Overtime

(a) Except as provided in subsection (b) below, when an employee of the Sheriff's Office is required or authorized to work in excess of eight hours per day or forty hours per week, he shall be paid at the rate of time and one-half.

(b) Bargaining unit members, working in positions staffed 24/7 shall be paid at their regular straight time rate for a maximum of 30 minutes each day, immediately prior to the start of their regularly scheduled eight-hour shift for the purpose of providing shift change briefings and uniform change.

(c) The hourly rate shall be determined by dividing the annual salary of the employee by 2080 hours.

(d) All payments for overtime shall be paid to the employee at the next regularly scheduled pay period.

(e) No employee shall work overtime unless authorized by proper authority prior to the time worked.

(f) Employees shall be paid overtime with the prevailing shift rate for the hours worked within each particular shift.

### Section 3 – Miscellaneous Compensation

(a) Sheriff's employees working other than the scheduled daytime hours shall receive a shift differential as follows:

- Afternoon shift, 5% additional to hourly rate.
- Night shift, 10% additional to hourly rate.

## 2021-2024 Agreement

(b) The County will reimburse an employee required by the County to use his private automobile for County business at the reimbursement rate allowed by the Internal Revenue Service as nontaxable income.

(c) The County will provide a guarantee of 2 hours call-in time at the rate of time and one-half time whenever a bargaining unit employee is required and authorized to report for duty by a superior officer.

(d) In the event that an employee is temporarily reassigned for administrative convenience, up to a maximum of ten (10) consecutive days, including training or the range, the employee shall retain the shift differential for the shift to which he has been regularly assigned, provided such temporary assignment does not make such employee eligible for overtime. If such employee received overtime for such temporary assignment, he shall only be paid overtime at the prevailing shift rate for the hours worked within each particular shift.

### Section 4 – Definition of Employees

For the purpose of this agreement, the following definitions shall apply:

Full-time employee: A person who is employed by the County for a 12-month period of time and who regularly works 40 hours per week or more.

## **Article 7 – Holidays**

### Section 1 - Paid Holidays

Employees in the Bargaining Unit shall be entitled to the following paid holidays: (1) New Year's Day, (2) Martin Luther King, Jr. Day, (3) Lincoln's Birthday, (4) Presidents' Day, (5) Memorial Day, (6) Independence Day, (7) Labor Day, (8) Columbus Day, (9) Election Day, (10) Veterans Day, (11) Thanksgiving Day, and (12) Christmas Day.

### Section 2 – Holiday Administration

(a) Full-time employees will be paid the regular weekly salary without a deduction when one of the above holidays is observed during the workweek.

(b) If a holiday falls on a Sunday it will be observed on the next day thereafter. If it falls on a Saturday it will be observed on the preceding Friday.

(c) If a holiday falls on any other day, the General Construction Law and amendments then in effect will govern the day of its observance.

(d) If a holiday falls during a vacation period, the day will not be charged against the employee's vacation credits. Vacation days are charged solely against working days.

(e) Whenever an employee of the bargaining unit is required to work on one of the scheduled holidays or if an employee is called into work on one of the scheduled holidays, the employee can either (1) elect, with the prior approval of the Sheriff, to take an alternate day off in lieu of the scheduled holiday and receive pay at the employee's regular rate for the scheduled holiday, or

# 2021-2024 Agreement

(2) receive payment for working on said holiday at the employee's regular daily rate plus time and one-half. An employee whose normal day off falls on the holiday shall receive an additional day's pay for the holiday at the employee's regular daily rate or, with the prior approval of the Sheriff, take an alternate day off in lieu of the scheduled holiday.

(f) Whenever an employee of the bargaining unit uses sick leave for any part of a holiday, the employee will not receive a day in lieu of for that holiday. The employee will be charged with sick leave for the number of hours used as sick leave and will not be entitled to the holiday benefit.

(g) For purposes of this section the day to be considered the holiday shall be the day observed by the County as the holiday irrespective of whether such day is the actual holiday.

(h) For the purposes of holiday leave administration, the following titles are not required to work and are off for all scheduled holidays: full-time senior account clerk/typists, senior building maintenance mechanics, building maintenance mechanics, building maintenance workers, civil law enforcement officers, custodians, the civil law enforcement sergeant, the public safety computer technology coordinator, and the computer programmer.

## **Article 8 – Vacation, Sick Leave, Personal Leave, Bereavement Leave, and Jury Duty**

### Section 1. Vacation Leave

(a) All full time bargaining unit employees shall be entitled to a vacation with pay on January 1 following the completion of the second calendar year of employment as follows:

2 years of service	10 working days
5 years of service	15 working days
10 years of service	20 working days
15 years of service	21 working days
16 years of service	22 working days
17 years of service	23 working days
18 years of service	24 working days
19 years of service	25 working days

(b) For the first year of employment, an employee shall be entitled to the following vacation days on the 1<sup>st</sup> day of January following the employee's first day of employment:

<u>Month of First Day of Employment</u>	<u>Vacation Days</u>
January, February, March	5 days
April, May, June	4 days
July, August, September	3 days
October, November, December	2 days



## 2021-2024 Agreement

(c) Vacation leave may be taken in multiples of not less than one half day. All vacation days must be approved in advance. Provided an employee makes a request at least thirty (30) days in advance of the proposed vacation day, an employee request for a vacation day will be considered granted if the request for approval has not been acted upon within seven (7) days of the proposed day.

(d) The period of employment referred to above shall be for a period of total full-time service in Warren County employment. Vacation credits shall be computed from the day of entry into full-time County service.

(e) A day of vacation shall be a working day.

(f) Vacation credits shall be computed from the day of entry into County service and computed on January 1 of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1st day of January in the year the employee was first appointed.

(g) Vacations shall be scheduled with the approval of the Sheriff or authorized designee, which approval shall not be unreasonably withheld. All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one calendar year to another or used in whole or in part any year except the year in which it is due; provided, however, that the County will allow an employee (1) to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the Sheriff or authorized designee, and solely as a continuation of a planned trip commenced in the 12th month of the calendar year; or (2) to carry over up to 5 vacation days, not taken by the employee, into the succeeding calendar year, upon notice to the Sheriff or authorized designee by December 1 of the current calendar year, to be taken no later than June 1 of the succeeding calendar year.

(h) All vacation time must be taken within the time frames provided and any time not so taken shall be forfeited or lost and no compensation shall be made to any employee, except that vacation time earned and not taken shall be paid to an employee upon application to the Warren County Board of Supervisors and a finding by such Board that (1) in the case of an employee who is not a Department head that the employee was requested to not take vacation time or was affirmatively denied the opportunity to take vacation time at any time during the time frames herein provided by the Sheriff or authorized designee or (2) with regard to any employee injury or disability prevented the use of vacation time. The application provided for herein must be made within 6 months of the end of the year in which use of vacation time was earned and payment, if awarded, will be at the rate earned. Failure to make such an application shall constitute a forfeiture and/or waiver of right to be compensated for qualifying unused vacation time and the County shall have no continuing liability therefore.

(i) The Sheriff retains the authority to set the number of employees who may take vacation at any one time. Selection of vacations shall be awarded based on seniority where there is a conflict, provided the employee submits his request by January 15 of the calendar year in which the requested vacation is to be taken.

## 2021-2024 Agreement

(j) During the period of time an employee is sick without sick leave accruals or on leave pursuant to General Municipal Law Section 207-c, the employee shall not accrue vacation time and the vacation earnings allotted under this Agreement shall therefore be accordingly adjusted downward proportionately. This provision will not apply to employees on sick leave who are using their sick leave accruals or an employee on light duty pursuant to General Municipal Law 207-c.

### Section 2 – Sick Leave

(a) 1. Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered sick leave.

2. Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave," provided, however: (a) the sickness or disability of the immediate family member must require the physical presence and actual assistance of the employee; (b) a full time employee may use no more than 3 work days (24 hrs) or the maximum number of the sick leave days the employee has available for use, whichever is less, in any calendar year for immediate family member sickness or disability; (c) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; (d) the use of sick leave for immediate family sickness or disability shall be subtracted from or charged to the employee's accumulated sick leave balance in the same manner as if used for the employee's own sickness or disability; (e) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee.

(b) No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.

(c) A full-time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of ten (10) working days in each year. The ten (10) working days shall be earned at the rate of one (1) day for each month of employment, except the sixth and twelfth months during the year of employment where no days will be earned. Such sick leave with pay shall be granted to the employee by the Sheriff or his authorized designee. The Sheriff or his authorized designee may require a physician's statement for any absence of more than three (3) consecutive days. The first seven days of absence or a waiting period under Workers' Compensation Law be provided to employees with full pay with no deduction to leave credits.

(d) The ten (10) working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 180 days, and may be kept to his or her credit for future sick leave with pay.

(e) In the event any employee utilizes the sick leave benefits provided in this section while not actually sick, such employee will be subject to disciplinary proceedings.

(f) Employees hired prior to March 18, 2013 who have not used all of his/her accumulated sick leave at the time of his/her retirement, he/she shall be paid in cash at the hourly rate then in

## 2021-2024 Agreement

effect, for one-half of the accumulated sick leave to his/her credit, with a maximum of ninety (90) days to be paid in cash. Employees hired on or after March 18, 2013 shall no longer be entitled to any form of sick leave payout upon retirement from the County.

(g) Fractional days of sick leave may be granted but in no event will the fraction be less than one hour of the normal working day.

(h) For employees in the employ of the County prior to March 18, 2013 upon retirement each employee shall have the following options to be exercised prior to the last day of employment:

- (1) Be paid for one half of the accumulated and unused sick leave as referred to in Section 2(f) up to a maximum of ninety (90) days:
- (2) apply all or a portion of the dollar value of said half of the accumulated sick leave up to a maximum of ninety (90) days to an account set up by and administered by the County Treasurer for the purpose of paying the employee's portion of the premium cost of the County health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash. Upon exhaustion of the amount set aside for the payment of the employee's portion of the premium for health insurance, the employee shall be obligated to pay said portion of the premium, if any, for health insurance in order to maintain such coverage.
- (3) in the event an employee (a) dies after retirement, (b) being eligible for payment of accumulated sick leave, and (c) after making the election to apply all or a portion of the dollar value of one half of his/her sick leave, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death, if any, may be paid in a lump sum to the spouse or estate of the deceased or all or a portion of the said sum to which the spouse or estate may be entitled may be left with the County Treasurer for the payment of the premium cost of the County health insurance plan for the surviving spouse and/or dependents if they are qualified to receive the health insurance benefits pursuant to the terms of the agreement. Any portion of the sum not left with the County Treasurer shall be payable to the spouse and/or estate. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving eligible spouse or dependent the right to continued coverage free of charge. Once the account is exhausted, the eligible spouse and/or dependent(s) must pay the employee portion of the premium for health coverage to maintain such coverage.

## 2021-2024 Agreement

- (4) All payments and sick leave accruals shall be based on salary schedules in existence at the time of retirement.

### Section 2A- Sick Leave Bank

- (a) A voluntary sick leave donation drive for Union employees will be allowed, and such drive will be administered by the Union.
- (b) The sick leave donation drive will allow the Union to obtain a voluntary contribution of not more than one sick leave day from any full time bargaining unit employee desiring to donate a sick leave day to the recipient employee, up to a maximum total of fifty (50) sick leave days from all voluntary contributors. In order to be eligible to donate a sick leave day, the donating employee must have at least ten (10) accumulated sick leave days. The maximum number of days to be contributed for all recipient employees shall be four hundred fifty (450) per year. The recipient employee of the donated sick leave days must have exhausted all accumulated sick leave and all other types of leaves and has been out of work for more than thirty (30) days in any calendar year due to a chronic, prolonged, catastrophic and/or disabling illness or injury.
- (c) The Union will notify the County of the names of the individuals who have voluntarily donated a sick leave day to the employee, up to a maximum of fifty (50) names for each recipient, and provide the County with a signed voluntary sick leave donation form, a copy of which is attached hereto and made a part hereof, for each contributor. The donated sick leave day will be deducted from the sick leave accrual of the contributor, and credited to the recipient employee's sick leave accrual.
- (d) Donated time shall be made retroactive, if necessary, to assure that the applicant is not, in effect removed from the payroll.
- (e) A member of the Union bargaining unit does not have the right to compel any other member to make a donation. Said donations are completely voluntary. Once a donation is made it shall not be restored to the donating member in the event the receiving member does not exhaust all time donated.
- (f) The Union agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorney's fees, that may arise out of, or by reason of, any action resulting from the implementation or administration of this voluntary sick leave donation program.
- (g) The County agrees that the donation of sick time does not affect an employee's ability to qualify for the sick leave incentive.
- (h) The parties may adjust this sick leave donation program by mutual agreement.

### Section 3 – Personal Leave

- (a) Personal leave is leave with pay for personal business, including a religious observance, without charge against accumulated vacation credits.

## 2021-2024 Agreement

(b) A full-time employee shall be entitled to personal leave not exceeding a total of 3 days in each year.

(c) Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

(d) An employee shall not be entitled to personal leave time until after four months of continuous employment.

(e) Each new full-time permanent employee shall be credited with one day of personal leave after four months of continuous employment and one additional day of personal leave after eight months of continuous employment and by an additional day of personal leave at the end of the tenth month of employment.

### Section 4 – Leave of Absence

(a) Military Leave - Bargaining unit employees who are members of military reserve units and are required to go active duty for training purposes shall be entitled to leave, without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding thirty workdays per calendar year. Payment shall not be made to such employees unless a copy of the military orders is submitted to the Sheriff.

(b) Medical Leave and Education Leave - The County shall abide by the requirements of the Family and Medical Leave Act. An unpaid medical leave may be requested for a period not to exceed 90 days at a time. Extensions of such authorized medical leave will be granted for an approval by the Sheriff and the Finance & Personnel Committee of Warren County. Unpaid education leave may be requested up to a period not to exceed ten months.

(c) All requests for leave of absence shall be approved by the Sheriff for a maximum of three months. Any requests for Leave of Absence or continuation of the original leave beyond the three-month period must also be approved by the Warren County Board of Supervisors. Denying or granting of such Leave of Absence shall be in the sole discretion of the Board of Supervisors for periods of more than three months.

(d) Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.

(e) In the event an employee is reinstated in his old position within 30 days from the date he has resigned or for any reason has left his position, he will be reinstated with all his accumulative rights and benefits as if no interruption of service has occurred.

(f) In the event an employee reentering County service after having terminated his service for any reason whatsoever is not reinstated within 30 days from the date his service was terminated, such employee shall not be entitled to vacation credits based on total service until he has completed two years of continuous service from the date of reentering County service.

## 2021-2024 Agreement

### Section 5 – Bereavement Leave

(a) Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three (3) working days, commencing from the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, step-family relationships and any relative or person residing in the immediate household of the employee.

(b) Employees may be absent from work without loss of pay for one day to attend the funeral of the employee's brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle.

(c) Any part of a working day taken shall be considered one day for the purpose of this section.

(d) When weather conditions will not allow for a burial until later, an employee may reserve and schedule a day of bereavement leave for the actual date of burial.

### Section 6 – Jury Duty

An employee scheduled for jury duty shall be excused from the employee's responsibility while on jury duty. The County will pay an employee for the first three (3) days of jury service. Commencing with the fourth day of jury service, the County will pay an employee who serves on a jury the difference between the jury pay and 40 hours pay at straight time. Upon receipt of the jury duty notice, the employee shall immediately notify the Sheriff, or his designee, of the jury duty dates. If the jury duty is to occur on the employee's regularly scheduled work day, the Sheriff, or his designee, will make all reasonable efforts to administratively schedule such employee for the day shift. Employees will report for work after short court sessions or days when the office is working although the court may not be in session. No payment will be made to any employee who is exempt by law and waives the exemption by failing to claim the exemption or by volunteering to serve.

## **Article 9 – Health Insurance Plan**

### Section 1 – Health Insurance

(a) The County shall offer health insurance to current full-time employees of the bargaining unit hired prior to March 18, 2013, on an individual, two-person or family coverage basis (depending upon the qualifications and election of the employee) provided that the employee contributes twenty percent (20%) of the health insurance premium. Commencing July 1, 2022, the amount of the aforesaid contribution shall be increased to twenty-one percent (21%). Commencing December 1, 2022, the amount of the aforesaid contribution shall be increased to twenty-two (22%). Commencing December 1, 2023, the amount of aforesaid contribution shall be increased to twenty-three percent (23%). Commencing December 1, 2024, the amount of aforesaid contribution shall be increased to twenty-four percent (24%).

(b) The County shall offer health insurance to new full-time employees of the bargaining unit hired on or after March 18, 2013, commencing the first day of the month immediately following full-time employment with the County, on an individual, two-person or family coverage basis

## 2021-2024 Agreement

(depending upon the qualifications and election of the employee) provided that the employee contributes twenty-five percent (25%) of the health insurance premium.

(c) Two members of the same family employed by the County may only be enrolled in one health insurance plan. However, if two members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan but the County will contribute a maximum total amount equal to the County's contribution for a two person plan.

(d) All health care coverage shall be afforded with the maximum co-pay of 25/40 for office co-pays and 10/30/50 for drug plan co-pays.

(e) To the extent that health insurance coverage is provided herein to retirees from Warren County and their qualified spouses and dependents who are less than 65 years of age, the same will be provided only through Blue Shield EPO Plan or an alternate carrier/plan as allowed under (g) hereof. To the extent that health insurance coverage is provided herein to retirees from Warren County and their qualified spouses and dependents who are 65 years of age or older and Medicare eligible such that said class of employees, spouses and/or dependents shall be offered health insurance coverage from one of two Medicare Advantage health insurance policies which policies shall provide coverage similar to that previously offered by available HMO coverages and with at least one of the Medicare Advantage policies providing for out-of-state coverage. Each year during retirement, the retiree contribution for the Medicare Advantage policies shall be the same percentage as the actively working County employees taking health insurance coverage offered by the County and accordingly will be subject to change each year based on the shared increases scheduled for actively working employees and/or the cost of the policy.

(f) After providing the Union with the opportunity to review proposed policies and comment on the same, the County may offer lower cost/higher deductible/fewer benefit plans to employees as an option, and on a strictly voluntary basis. The Blue Shield EPO Plan that is presently provided or a substantially similar plan will continue to be offered.

(g) The County may change insurance or self-insure with regard to any health insurance policy (including Medicare Advantage Plans) as long as the benefits, co-pays and deductibles remain substantially similar or equivalent to those provided in 2012 under the Blue Shield EPO Plan or the Medicare Advantage, as the case may be, and so long as the cost of the policy to the employee is equal to or less than the cost would have been if the County had stayed with the Blue Shield EPO Plan or Medicare Advantage plans, as the case may be, and renewed, or whatever company plan in existence at the time the County determines to change carriers. (This is to be separate and distinct from the increase in contribution rates provided for this agreement.) The County will provide thirty (30) days written notice to the President or if there should not be a President, the next highest officer of the union.

### Section 2 - Eligibility in Retirement – Employees Hired Before March 18, 2013.

(a) An employee shall be eligible for continued coverage under the Warren County Health Insurance Plan in retirement, if all of the following conditions apply:

- has at least ten (10) years total service as a Warren County employee;

## 2021-2024 Agreement

- has retired under the New York State Retirement System; and
- is enrolled in the Warren County Health Insurance Plan at the time of retirement.

(b) Employees with vested status who leave County employment prior to retirement under the New York State Retirement System may continue coverage in the Warren County Health Insurance Plan by paying both the employer and employee shares of the health insurance premium. After retirement begins, said employee shall be liable for only the employee share of the premium.

(c) An active employee who is eligible for coverage and has elected not to enroll in the County Plan during his active employment may enroll in the Plan at any time prior to retirement during an open enrollment period.

(d) A covered employee or retired employee who fails to remit the required premiums shall be terminated from coverage.

(e) An employee who is eligible for coverage at the time of retirement and who elects not to continue coverage or to enroll for coverage as a retired person shall be eligible to enroll for coverage after retirement provided such employee has at least twenty (20) years of total service as a Warren County employee.

(f) The surviving spouse and minor children of an employee who dies while in service and prior to retirement shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

- the deceased employee has at least ten (10) years total service as a Warren County employee; and
- the deceased employee was vested under the New York State Retirement System at the time of his/her death.

(g) The surviving spouse and minor children of a retired Warren County employee shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

- the deceased employee had at least ten (10) years of total service as a Warren County employee; and
- the deceased employee had retired and was eligible for or receiving benefits under the New York State Retirement System.

(h) "Continued coverage" as used in this article shall mean the coverage available to all bargaining unit employees and members of the employee's family.

### Section 3 – Eligibility in Retirement – Employees Hired After March 18, 2013.

On and after March 18, 2013, the County shall offer health insurance in retirement to new employees of the Collective Bargaining Unit commencing work with the County on or after March 18, 2013 on the following terms:



## 2021-2024 Agreement

The County will offer health insurance Medicare Advantage Plans or similar plans to employees of the Collective Bargaining Unit who retire, provided that the said employee (a) retires from the New York State Retirement Plan; (b) had insurance coverage in the previous ninety (90) day period; (c) is sixty-five (65) years of age or older; (d) has at least twenty (20) years total County service; (e) pays a percentage contribution equal to that shared percentage being contributed by active full-time employees at any given time. If an employee leaves County service before reaching the age of sixty-five (65) years, the employee shall not be entitled to continue health insurance through Warren County. Once the employee who leaves the County reaches sixty-five (65) years, assuming all other eligibility criteria outlined above are met, the employee may then elect to receive the benefits as outlined above.

### Section 4 – Dental Insurance

(a) All full-time employees of the County of Warren shall be eligible for membership in nonduplicative coverage in the Delta Dental Plan, or equivalent coverage. The County shall contribute up to the sum of \$10.00 per month per employee toward the premium for individual coverage and \$24.00 per month per employee toward the premium for dependent coverage.

(b) In the event that the County proposes to change the Dental Plan to a non-equivalent plan and/or change the County's contribution toward the Dental Plan premiums, the parties agree to re-open negotiations for these issues only.

## **Article 10 – Retirement Plans and Death Benefits**

### Section 1 – Retirement Plans

(a) The County shall continue to provide for a retirement plan pursuant to Section 75-I of the Retirement and Social Security Law of the State of New York.

(b) The County shall continue to provide for the optional Sheriff's twenty-five year retirement plan, pursuant to Sections 89-p and 603(1) of the Retirement and Social Security Law of the State of New York for Correction Officer bargaining unit employees.

### Section 2 – Guaranteed Ordinary Death Benefit

The County shall continue to provide for a guaranteed ordinary death benefit under Section 60-b of the Retirement and Social Security Law as amended by the Laws of 1970.

## **Article 11 – Grievances**

(a) The parties hereby agree to the following procedures in handling grievances:

Step1 - When an employee makes grievance, the employee shall meet with the Division Commander and attempt to resolve the matter informally ("the informal stage"). The employee shall notify the Union representative of the grievance. The aggrieved employee may be accompanied by the Union representative.

## 2021-2024 Agreement

Step 2 - In the event the grievance is not resolved informally, it shall be reduced to writing within fifteen (15) calendar days from the informal stage, and presented to the Sheriff (“the formal stage”). The aggrieved employee shall meet with the Sheriff to attempt to resolve the grievance. The aggrieved employee may be accompanied by the Union representative.

Step 3 - In the event such grievance is not satisfactorily resolved by the Sheriff, a written appeal may be filed with the Labor-Management Committee of the Board of Supervisors within fifteen (15) calendar days after the aggrieved employee has received the written decision of the Sheriff. The Labor-Management Committee of the Board of Supervisors shall investigate the grievance, and shall, in writing, notify the aggrieved employee, the Union representative, and the Sheriff of its decision. Such notification shall be within thirty (30) calendar days after the Labor-Management Committee has received the written appeal, and within no more than five (5) days of its decision.

Step 4 - In the event that such grievance is not satisfactorily resolved by the Labor-Management Committee of the Board of Supervisors, the matter may then be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. Such referral must be made within thirty (30) calendar days of the written decision of the Labor-Management Committee. If the parties cannot agree on an impartial arbitrator, the parties shall use the services of NYS PERB for the selection of an arbitrator.

(b) The following shall apply to this entire grievance procedure:

(1) A grievance is defined as a claim of an alleged violation of this agreement with respect to its application or interpretation, which claim shall not include any matter for which a method of review is prescribed by law or by any rule or regulation of the Civil Service Commission having the force and effect of law.

(2) All informal stage and formal stage grievances shall include the name and position of the aggrieved employee, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged event or condition constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said event or conditions, if known to the aggrieved employee, a statement of the nature of the grievance, and the remedy sought by the aggrieved employee.

(3) No written formal stage grievance shall be entertained and such grievance is waived, unless the written formal stage grievance was received by the Sheriff’s Administration Office within thirty (30) calendar days after the aggrieved employee knew or should have known of the act or condition upon which the grievance is based.

(4) Failure to comply with the time limits set forth in this entire Article is intended to be, and shall be, considered a complete bar to the continued processing of any grievance or legal action, unless mutually agreed upon in writing by both parties.

(5) In the event that an aggrieved employee has submitted the subject matter of the grievance to any other forum, including administrative agencies, judicial bodies or the Courts, the employee may not utilize this grievance procedure.

## 2021-2024 Agreement

(6) If the County fails to respond to a grievance at any step of the procedure within the required time periods, the Union may consider the grievance denied.

(7) The Union and the County shall bear equally the fees and expenses of the arbitration stage of the grievance procedure, exclusive of attorneys' fees.

(8) The Arbitrator shall not have the power to add to, alter, amend, or modify the Union Collective Bargaining Agreement.

### **Article 12 – Waiver**

The parties agree that this is the entire agreement between the County and the Union and concludes all negotiations during its term. They acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement.

### **Article 13 – Employee Personnel Files**

(a) Upon request to the Sheriff, and in his presence, an employee shall be given the opportunity to review the contents of the employee's personnel file, except for confidential background information, mental health evaluations, and items which are defined as confidential by statute, case law or New York State or Federal regulation. The employee shall be allowed to place in such file a response to anything contained therein. In the event that it is inconvenient to immediately comply with the employee's request, then the employee shall be given access to such file no later than five (5) working days following the initial request. An employee may request and shall be given a copy of part or the employee's entire personnel file, except for the confidential items referenced herein.

(b) Whenever the signature of an employee is required for evaluation, such signature shall merely indicate an acknowledgment that the employee has received or reviewed the evaluation in question and not necessarily agree with its contents.

(c) A copy of documents concerning the employee's job performance will be provided to the employee when received by the Sheriff.

### **Article 14 – Miscellaneous Provisions**

#### **Section 1 – Annual Statement of Accrued Time**

During the month of February in each year or as soon thereafter as may be practicable, the County shall prepare and distribute to each bargaining unit employee in County service a statement of his accrued credits for vacation and sick leave as of the end of the prior calendar year and a statement of any such other credits or leave time the employee shall be entitled to during the ensuing year which are not accumulative.

## 2021-2024 Agreement

### Section 2 – Review of Leave Sheets

Every bargaining unit employee shall have the right to review or question their time sheet and may from time to time inquire through the Sheriff's Payroll Office as to his accrued leave time credits.

### Section 3 – Medicare Premiums

Upon the exclusion from the coverage of the County's Health Insurance Plan of the supplemental medical insurance benefits under Medicare, the amount of such Medicare premium will be deducted from contributions payable by the employee and the employer. Contributions to the health insurance fund shall be adjusted as necessary to provide such payments.

### Section 4 – Workers' Compensation Reimbursement

Whenever the County is reimbursed by the Workers' Compensation Insurance Carrier for continuing the employee's salary during the period of job connected disability, the County will credit the employee's sick leave benefits to the nearest day by dividing the reimbursement received by the employee's daily rate or compensation at straight time without regard to shift differentials. When an employee has exhausted his sick leave credits prior to the reimbursement from the carrier, he will be entitled to receive only those benefits provided for under the Workers' Compensation Law.

### Section 5 – Emergency Recall from Leave

The County agrees that no employee shall be called back to work while on vacation, personal leave or legitimate sick leave, except where a state of emergency exists.

### Section 6 – Coffee Breaks

All employees shall be allowed one coffee break during each four hours of his regular day and the Sheriff shall establish such rules and regulations as may be necessary to implement these employee rest periods.

### Section 7 – Uniforms

The County shall provide complete uniforms and equipment to all personnel required by the Sheriff to wear uniforms and have such equipment.

### Section 8 – Safety Standards

The County agrees to provide safe vehicles to appropriate personnel.

### Section 9 – Union Negotiations

Release time shall be provided at full pay for up to three (3) negotiating representatives.

### Section 10 – Disability Insurance

The County will provide New York State Disability Benefits coverage in accordance with the New York State Benefits Law. Each employee shall make the maximum premium contribution permitted by the State Plan and the County shall pay the difference in the premium for each employee.

### Section 11 – Payroll Information

Employees' paychecks shall state the number of regular hours and overtime hours that the employee worked in their respective pay period.

## 2021-2024 Agreement

### Section 12 – Employee Indemnification

The indemnification benefits of Section 18 of the Public Officers Law shall be conferred upon the members of the bargaining unit provided such employee complies with all of the requirements of Section 18 of the Public Officers Law.

### Section 13 – Bulletin Boards

The County shall provide the Union access to bulletin board space at all buildings where bargaining unit employees regularly work.

### Section 14 – Tuition Reimbursement

Employees shall be allowed to take job related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a “C” grade or better, the County shall reimburse the employees for 50% of the cost of tuition and fees incidental to taking the course. If an employee does not work for at least eighteen (18) consecutive months after completing a course which the County has reimbursed the employee for 50% of the cost of tuition and fees, the employee will refund the County the total amount paid by the County to the employee.

### Section 15 – Direct Deposit

The County will implement direct deposit of an employee’s paycheck for all bargaining unit employees who provide written authorization to the County to do so in accordance with the County’s policy and practice on direct deposits.

### Section 16 – Posting of Vacancies

All permanent vacancies where an eligible list does not exist shall be posted for at least five (5) calendar days prior to the filling of the vacancy. Anyone interested in applying for the job shall have the right to apply for the vacancy. All applicants shall receive notice of the name of the person who filled the vacancy.

### Section 17 – Labor/Management Meetings

The Sheriff, or designee, shall meet upon request but at least on a quarterly basis with Union representatives for the purpose of discussing matters of mutual concern. An Agenda for the meeting will be prepared and exchanged in advance.

### Section 18 – Drug and Alcohol Free Workplace – Testing

All employees shall be subject to random and reasonable suspicion testing for alcohol, illegal drugs and controlled substance use and breath alcohol testing following accident/incident as set forth in Appendix C.

### Section 19

An individual hired in the Correctional Facility who has prior Qualifying Experience in the Warren County Sheriff’s Office Correctional Facility, another sheriff’s office or federal, state, or local correctional facility, shall be considered a lateral transfer. A lateral transfer shall start at the pay grade and be entitled to vacation time as if the lateral transfer had been employed by the Warren County Sheriff’s Office for the number of full service years the lateral transfer has in Qualifying Experience up to a maximum of three years. Service year credit shall be based on actual time worked in obtaining qualifying experience with the usual vacation, sick and personal time. Service credit shall apply to pay grade and vacation and not for health insurance credit for

## 2021-2024 Agreement

retirement purposes. In no event shall a lateral transfer receive more than three years service credit regardless of experience. "Qualifying Experience" as that term is used herein shall mean actual work experience in the position for which the individual is hired for the Warren County Sheriff's Office or similarly comparable position whereby the individual, has been trained in the particular work and actually has performed work in a comparable position. Whether the prior work is comparable shall be determined solely by the Sheriff whose determination shall be final and not subject to review or challenge by grievance, court action or similar legal reviews.

### **Article 15 – Seniority**

A seniority roster will be given to the Union President upon request. This roster shall list all full-time employees in the bargaining unit by assignment and title. Within thirty (30) days of the receipt of the roster the Union will notify the County of the alleged discrepancies in the roster. The parties will meet to resolve all discrepancies. For purposes other than the Civil Service Law, agency seniority shall be measured by time in title or any subsequent promotional title.

### **Article 16 – Changes To This Agreement**

The terms of this Agreement may be altered, changed, added to, deleted from or modified only through a written and signed amendment to this Agreement.

### **Article 17 – General Municipal Law Section 207-c**

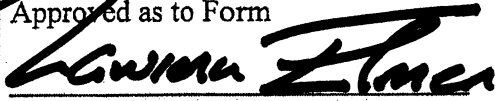
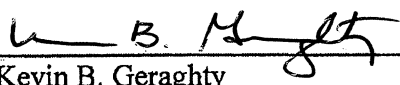
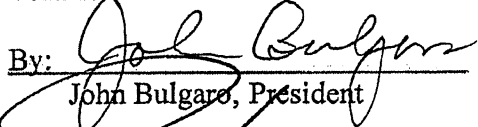

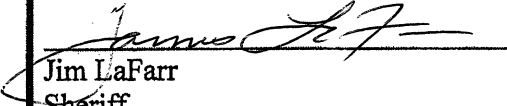
The parties agree that the procedures attached as Schedule B shall govern all disputes under General Municipal Law section 207-c. Although the procedures set forth go beyond the statutory language of 207-c the parties agree that these negotiated procedures are consistent with and conform to the spirit of the statute.

### **Article 18 – Effect on Prior Agreements, Effective Date and Duration**

This agreement amends and supersedes all previous agreements and addendums to agreements entered into between the County of Warren and the Warren County Correction Officers Union. This agreement shall be the sole agreement now in existence between the parties for the term set forth hereinafter. This agreement shall be effective January 1, 2021, and shall end on December 31, 2024.

# 2021-2024 Agreement

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials this 27<sup>th</sup> day of June, 2022.

<p>Approved as to Form</p>  <p>Larry Elmen Warren County Attorney</p>	<p>Warren County Board of Supervisors</p>  <p>Kevin B. Geraghty Chair</p>
<p>Teamsters Local 294</p> <p>By:  John Bulgaro, President</p> <p>By:  Rocco Losavio, Business Agent</p>	<p>Warren County Sheriff's Office</p>  <p>Jim LaFarr Sheriff</p>

# 2021-2024 Agreement

## SCHEDULE A – SALARY AND COMPENSATION PLAN

### Correction Officer

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>5<sup>th</sup> Year</u>	<u>10<sup>th</sup> Year</u>	<u>15<sup>th</sup> Year</u>	<u>20<sup>th</sup> Year</u>
1/1/21	\$43,545	\$49,189	\$52,011	\$55,372	\$58,221	\$61,132	\$64,189
1/1/22	\$46,300	\$50,050	\$52,921	\$56,812	\$59,735	\$62,721	\$65,858
1/1/23	\$47,226	\$51,051	\$53,979	\$58,289	\$61,288	\$64,352	\$67,570
1/1/24	\$48,289	\$52,200	\$55,194	\$59,804	\$62,882	\$66,025	\$69,327

### Correction Sergeant Differential

2021 - \$5,500

2022 - \$6,000

2023 - \$6,500

2024 - \$7,500



# 2021-2024 Agreement

## Schedule "B" General Municipal Law Section 207-c Procedure

### Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-c of the General Municipal Law (hereinafter referred to as "GML 207-c"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-c set forth in the statute or case law, or to modify any requirements set forth in the Department Rules, Regulations and Directives Manual, to the extent that such Rules, Regulations and Directives are not inconsistent with this procedure.

### Section 2

For the purpose of this procedure, the employer shall be referred to as the "Sheriff". Nothing in this procedure is intended to limit the right of the employer to designate a person other than the Sheriff to receive applications or initially decide entitlement to benefits. In the event that someone other than the Sheriff is designated to receive applications or render initial determinations, the employer will prominently publish the name of the individual who receives applications or renders initial decisions.

### Section 3

A member shall notify their supervisor as soon as possible of any injury, illness or recurrence of any injury or illness in the performance of his/her duties whether or not the same necessitates medical or other lawful remedial treatment and complete an injury and/or accident report within 72 hours. The failure to complete a timely report may be considered by the decision maker on any application as presumptive evidence that the injury or illness did not arise in the performance of his/her duties. Said injury or sickness shall hereafter be referred to for purposes of this procedure as a GML 207-c disability. The Sheriff may, in his/her discretion, excuse the failure to file a timely report within the 72 hour period upon a showing of good cause.

### Section 4

Application for GML 207-c benefits for a member of the Department may be made by the member, the Sheriff or some other person acting on behalf of such member.

### Section 5

An application shall be deemed "untimely" unless it is received by the Sheriff's Office within thirty (30) days after the date of the injury or sickness upon which the application is based or within thirty (30) days after the member discovers, or should have discovered, the injury, reinjury or sickness upon which the application is based should have been discovered. The Sheriff may, in his/her discretion, excuse the failure to file the application within the thirty-day period upon a showing of good cause.

## 2021-2024 Agreement

### Section 6

The application must be made in writing on the form attached to this procedure and, where appropriate, will include a statement from the applicant's treating physician or health authority. The application shall include a written authorization for the release of medical records which shall be fully executed by the applicant. Upon filing, the applicant will be given a copy of the application stamped with the date of receipt.

### Section 7

After the filing of said application, the Sheriff shall have the right to require the applicant to submit to one or more medical examinations. The Sheriff will provide the applicant with a copy of all medical reports he/she receives.

### Section 8

The Sheriff shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-c. The Sheriff shall have the authority to conduct a full investigation of the facts concerning the application. All parties will mutually exchange records and documents obtained or relied on during the investigation. The applicant may be required to give sworn testimony and/or sworn written statements concerning any facts relevant to the application.

### Section 9

Pending the initial determination of an application, time off taken by the applicant after submission of said application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-c benefits shall be charged to sick leave or other available leave credits. Subsequent to the initial determination, the time will be charged based on the determination.

### Section 10

The Sheriff shall render a written decision on the application for benefits as soon as practicable but in no event later than fifteen (15) days after receipt of all necessary information as indicated in Sections 7 and 8 above. In the event that a written decision is not issued within fifteen (15) days, the applicant will be temporarily placed on GML 207-c leave pending receipt of the written decision. A copy of the decision shall be mailed to the applicant at the address specified in the application.

### Section 11

If the decision is that the applicant is eligible for GML 207-c benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-c leave. The member's GML 207-c benefits shall continue so long as the remains eligible.

### Section 12

In the event the applicant is not satisfied with the decision at the Sheriff's level and wishes to appeal the decision, the applicant shall file within thirty days of receipt of the Sheriff's decision a written demand for arbitration of his/her GML 207-c claim. The

## 2021-2024 Agreement

claim shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration, the party initiating the arbitration shall request that the administering agency forward for selection of an Arbitrator by the Sheriff and the member a list of seven Arbitrators from its panel of Arbitrators.

The parties to the arbitration shall be the Sheriff and the member involved. All costs billed by the Arbitrator and the administrative agency shall be borne equally by the Sheriff and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

### Section 13

The Arbitrator shall have the authority to review the claim of entitlement to GML 207-c benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim, including but not limited to assertions regarding the timeliness of the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents an issue of termination of GML 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-c claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-c with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-c benefits, the Sheriff shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-c benefits.

A stenographic transcript must be made of all proceedings before the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on all the parties, subject to the right of review pursuant to CPLR Article 75.

## 2021-2024 Agreement

### **REVIEW OF DISABILITY**

#### Section 14

(a) The Sheriff may periodically review cases of members receiving GML 207-c benefits for the purpose of determining whether the individual continues to be entitled to GML 207-c benefits, and for the purposes of ascertaining the level of disability (so that "light duty" may be considered). With regard to review of disability, the Sheriff shall have the same authority as for a review of initial eligibility provided for in Sections 7 and 8.

(b) Any individual who is receiving benefits under GML 207-c continues to be subject to provisions set forth in the Department Rules, Regulations and Directives Manual and in departmental orders concerning notification to the Department of the member's condition.

#### Section 15

If for any lawful reason the Sheriff shall determine, based on receipt of a medical report from a physician or health authority retained by the Sheriff or the member's own physician or health authority, that a member is able to perform the duties of his/her position, the Sheriff shall notify the member of the termination of his/her GML 207-c benefit. The Sheriff shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician or health authority report to be made on the member.

#### Section 16

In the event the member is not satisfied with the decision at the Sheriffs and wishes to appeal, the member shall file within thirty days of receipt of the Sheriff's decision a written demand for arbitration of his termination of GML 207-c benefits and status. The claim, if timely filed, shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration, the party initiating the arbitration shall request that the administering agency forward for selection of an Arbitrator by the Sheriff and the member a list of seven Arbitrators from its panel of Arbitrators.

The parties to the arbitration shall be the Sheriff and the member involved. All costs billed by the Arbitrator and the administrative agency shall be borne equally by the Sheriff and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

#### Section 17

The Arbitrator shall have the authority to review the claim of continued entitlement to GML 207-c benefits. The Arbitrator shall have to consider and decide all allegations and defenses made with regard to the GML 207-c claim, including but not limited to assertions regarding the timeliness of the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide

## 2021-2024 Agreement

whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents an issue of termination of GML 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-c claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-c with respect to an injury alleged to have occurred in the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-c benefits, the Sheriff shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-c benefits.

A stenographic transcript must be made of all proceedings before the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties, subject to the right of review pursuant to CPLR Article 75.

### **LIGHT DUTY**

#### Section 18

If the physician or health authority makes a determination that the member is not capable of performing his/her regular duties but is capable of performing "light duty", the Sheriff may require the employee to return to work light duty. In such an instance, the physician or health authority making the light duty determination must be provided with a written description of the essential conditions and responsibilities for the proposed light duty position. Any determination on light duty must set forth in writing any limitations on the duties of the position that will apply to the member.

#### Section 19

If the member disputes the light duty determination, he/she may appeal the determination using the procedures set forth in Sections 16 and 17. Any such appeal must include the factual basis for the appeal, including any medical reports that dispute the light duty determination.

#### Section 20

Provided the employee files a timely appeal that complies with Section 19, the member's GML 207-c benefits shall continue until the Arbitrator renders a decision or the member abandons the appeal.

## 2021-2024 Agreement

### **GENERAL PROVISIONS**

#### Section 21

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

#### Section 22

An applicant hereunder may have a representative of his choosing at any stage of this procedure

#### Section 23

Once an applicant has been determined to be eligible to receive GML 207-c benefits, those benefits will continue pending a final determination of an Arbitrator or until the applicant abandons the process.

#### Section 24

This procedure shall take effect on January 1, 2003 and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date and to all current claims.

### **MUTUAL EXCHANGE OF RECORDS**

#### Section 25

At all steps of this procedure the parties will mutually exchange all relevant documents, including all relevant medical records.

#### Section 26

Any medical records exchanged in this proceeding will be kept confidential and shall not be re-disclosed except as expressly permitted or required by law. Records concerning GML 207-c will be kept separate and distinct from any other personnel files or records. The Sheriff may disclose medical records and information contained therein with other involved administrators of the office, the County, County Attorney's office and attorneys and physicians retained by the County, which disclosures shall be considered consistent with this agreement.

### **TERMINATION OF BENEFITS**

#### Section 27

If a member is granted an Accidental Disability Retirement or Performance of Duty Disability Retirement, his/her General Municipal Law §207-c benefits shall be terminated on the effective date of his/her retirement. Additionally, the member must cooperate with

## 2021-2024 Agreement

reasonable requests by the Sheriff or County if it should decide to file for Accidental or Performance of Duty Disability Retirement on behalf of the member. Failure of the member to cooperate with reasonable requests needed in securing benefits enumerated in this section shall be insubordination and give rise to such disciplinary proceedings and measures provided for under law and the Collective Bargaining Agreement then in effect.

### **OTHER BENEFIT OR SOURCES**

#### Section 28

A member seeking 207-c salary shall cooperate with reasonable requests for assistance by the Sheriff and/or other Warren County Officials (by way of providing information and executing appropriate documents) in order to claim any benefits to which the member may be entitled to under medical insurance, Workers' Compensation, no-fault insurance, or other appropriate sources to the extent allowed under law. Said benefits, to the extent that the same may be lawfully claimed, shall be deemed to be made as payment towards any salary and medical care expenses to which the member may otherwise be entitled under 207-c. To the extent allowed under law, the County shall have a lien on all no-fault benefits. Failure of the member to cooperate in securing benefits enumerated in this section shall be insubordination and give rise to such disciplinary proceedings and measures provided for under law and the Collective Bargaining Agreement then in effect.

### **MEDICAL PAYMENT PROCEDURES**

#### Section 29

On each bill or claim for such services that are related to GML 207-c benefits, the member shall request that the person or persons such services certify thereon that the services rendered were required as a consequence of an injury or sickness upon which the 207-c claim is based. The Sheriff shall determine if medical treatments or any medical devices are related to a 207-c injury subject to the member's right of appeal as provided for in Sections 16 and 17 hereof.

### **BENEFITS AND CONTRACTUAL ACCRUALS**

During the time that an employee is entitled to receive benefits pursuant to Section 207- c of the General Municipal Law, such employee shall continue to be eligible to participate in the health insurance plan offered through the County pursuant to Article 9 of this Collective Bargaining Agreement. Such employee shall be required to pay the employee's share of the contribution toward the premium of such health insurance coverage pursuant to Article 9 of the Collective Bargaining Agreement and the County shall pay its share of the contribution toward the premium of such health insurance coverage pursuant to Article 9 of the Collective Bargaining Agreement.

During the time that an employee is entitled to receive benefits pursuant to Section 207-c of the General Municipal Law, such employee will receive his/her regular salary as set

## 2021-2024 Agreement

forth in the statute, but will not be eligible to accrue vacation leave, sick leave, or personal leave, nor will such employee be entitled to any paid holidays or shift differential. Depending on the type of paid leave time off, such employee will not earn credits while the employee is out on leave pursuant to Section 207-c of the General Municipal Law, or will have their available balance adjusted on a pro-rated basis for time missed.\* Adjustments will only be made for those employees who miss an entire pay period. An employee who is out on leave pursuant to Section 207-c of the General Municipal Law for less than a full pay period will not have any adjustment in the employee's leave accruals.

\*For example, if an employee is entitled to Section 207-c benefits from July 1, 2017 through December 31, 2017, any leave accruals that would be acquired on January 1, 2018 would be adjusted by 50%.

When an employee returns to employment from Section 207-c leave, the employee's earned, but unused vacation days, personal leave days, and days in lieu of as of the date the employee went out on Section 207-c leave, will not be lost, but will be available to be scheduled within 12 months of the date that the employee returns to duty. If those days cannot be scheduled within the 12 month period, the employee will be paid for those days.





# 2021-2024 Agreement

I submit this application pursuant to policy and procedure governing the application for, and the award of, benefits under section 207-c of the General Municipal Law. The statements contained in this application are, to the best of my knowledge, accurate and true.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

The decision on my application should be mailed to me at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Application Received By**

Signature of Person

Authorized to Receive Application \_\_\_\_\_

Date \_\_\_\_\_

# 2021-2024 Agreement

Warren County Sheriff's Office  
**General Municipal Law Section 207-c Medical Records Release**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby authorized to release to the County of Warren and/or its representatives all information, including patient files, medical charts, physician notes, x-rays and other pertinent information, regarding medical or other remedial treatment provided to me.

This request is a continuing request and records must be forwarded upon request by Warren County and/or its representatives periodically as treatment continues.

A photocopy of this authorization shall be considered as effective and valid as the original thereof.

Applicant Name \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

STATE OF NEW YORK)

COUNTY OF WARREN) ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_, to be known and known to me to be the individual described in and who executed the foregoing instrument and who duly acknowledged to me that (s)he executed the same.

\_\_\_\_\_  
Notary Public

# 2021-2024 Agreement

## Schedule "C"

Warren County Sheriff's Office

### **Drug and Alcohol Testing Policy and Procedures Teamsters Local 294 Bargaining Unit**

The use of illegal drugs by employees and impairment in the workplace by reason of drugs and/or alcohol are strictly prohibited. The purposes of this document are:

1. To foster a work environment where not only the citizens of the County of Warren, but all of the Teamsters Local 294 ("Union") bargaining unit employees, are free from the risks caused by personnel who are impaired by drugs and/or alcohol while on duty or who may be using illegal drugs;
2. To help provide assurances that the members of the Union bargaining unit and other employees are performing their assigned duties, at all times, without being impaired by drugs and/or alcohol;
3. To cause the employees of the Union bargaining unit to share in the responsibility for purposes of providing additional assurances of the success of this Policy. To this end, and to help promote the safety of all concerned, all employees are encouraged to report employees of the Sheriff's Office that appear impaired due to drugs and/or alcohol use;
4. To further the understanding that bargaining unit employees who report for duty or remain on duty while impaired by drugs and/or alcohol, or who use illegal drugs at any time are a detriment to themselves, other employees of this agency and to the citizens we are sworn to protect;
5. To provide additional awareness of the availability of the Employee Assistance Program (EAP) in which, under confidentiality, bargaining unit employees may request assistance and/or rehabilitation for drug and/or alcohol abuse; and
6. To set forth the disciplinary measures and ramifications or sanctions that will be imposed when a member of the bargaining unit represented by the Union is found to be using illegal drugs or is impaired by reason of drugs and/or alcohol when reporting for duty, or while on duty.

#### **SCOPE**

This Policy shall apply to all bargaining unit employees represented by the Union.

#### **COMPLIANCE**

Compliance with this Policy is a condition of employment. Failure or refusal by any employee or applicant to cooperate fully shall be grounds for termination or refusal for hire. The submission by any employee or applicant of a specimen that is adulterated, altered, substituted or diluted shall be grounds for immediate termination or refusal for hire.

# 2021-2024 Agreement

## **CONSENT FORM**

Before a drug and/or breath alcohol test is administered, Unit Employees shall sign a Consent Form (Appendix "C") authorizing the test and permitting the release of test results to a Designated Employee Representative (DER), Medical Review Officer (MRO), licensed physician and/or Substance Abuse Professional (SAP).

The Consent Form shall provide an acknowledgement by the Unit Employee that he/she has been notified of the Warren County Sheriff's Office Drug and Alcohol Testing Policy. The consent form shall not be deemed to be a waiver by the employee to subsequently challenge, to the extent provided for under the bargaining agreement and/or as a matter of law, the requirement to undertake the test or the results thereof.

## **GENERAL RULES**

### Alcohol Prohibitions

Unit Employees must not:

1. Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of anything higher than .020%;
2. Consume alcoholic beverages while on-call for duty;
3. Possess, use or be impaired by alcoholic beverages while on duty;
4. Refuse to submit to "Random" alcohol testing;
5. Refuse to submit to any test administered for the purpose of determining BAC upon a showing of reasonable suspicion;
6. Refuse to submit to a breath alcohol test for the purpose of determining BAC following involvement in an on duty accident/incident resulting in personal injury, death or more than \$5,000 in property damage; and
7. Adulterate, substitute or dilute any required specimen.

### Drug Prohibitions (Prescription/Non-Prescription/Controlled Substances)

Unit Employees must not:

1. Report for duty or remain on duty when the employee has used or is using any prescription drug, non-prescription drug and/or controlled substance that adversely impairs the mental, physical or emotional ability of the employee to safely and effectively perform his/her duties;
2. Refuse to submit to a random drug and/or reasonable suspicion drug test administered for the purpose of determining either prescription or non-prescription drug use; and
3. Adulterate, substitute or dilute any required specimen.

### Illegal Drug Prohibitions

The possession, sale, distribution, manufacture or use of any illegal drug is strictly prohibited.

## **DRUG/ALCOHOL TESTING**

Unit Employees may be required to submit to drug and/or breath alcohol testing under several conditions. The Warren County Sheriff's Office will be responsible for transporting the Unit Employee to and from the designated Collection Site. Depending on the reason and circumstances for the testing

## 2021-2024 Agreement

the Unit Employee may not be allowed to return to duty until a negative test result is received or specific criteria provided below is met.

Unit Employees who test positive for drugs and/or alcohol will be transported home without pay and are subject to disciplinary action up to and including termination.

Drug and/or breath alcohol testing is performed under one of the following conditions:

1. Pre-Employment - All applicants being considered for hire with the Warren County Sheriff's Office, regardless of position, may be required submit to drug and/or breath alcohol testing, at the discretion of the Sheriff, prior to receiving a final offer for employment.
2. Transfer - Employees transferring to the Warren County Sheriff's Office from another law enforcement agency must submit to drug and/or breath alcohol testing prior to receiving a final offer for employment.
3. Post Accident/Incident - Employees involved in on duty motor vehicle accidents or incidents determined by supervisory personnel of the Warren County Sheriff's Office to have resulted in personal injury, death and/or more than \$5,000 in property damage shall be required to submit to a breath alcohol test. In addition, employees involved in on duty motor vehicle accidents or incidents determined by supervisory personnel of the Warren County Sheriff's Office to have resulted in personal injury, death and/or more than \$5,000 in property damage shall be required to submit to a drug test, upon a finding by the employee's supervisor, the Sheriff or Undersheriff that reasonable suspicion exists that the employee was impaired by drugs at the time of the accident or incident.

The employee shall remain on duty and perform such activities as the supervisory personnel direct and submit to Post Accident/Incident Alcohol Testing within two (2) hours, or as soon as possible without unnecessary delay, following the on duty accident/incident. The employee, and his/her duty supervisor, must document why timely testing wasn't provided if testing is not completed within the two (2) hour parameter. Any unreasonable delay on the part of the employee shall be considered a refusal and will result in disciplinary action up to and including termination of employment.

The employee, for whom it has been determined that reasonable suspicion exists, shall submit to Post Accident/Incident Drug Testing within two (2) hours, or as soon as possible without delay, following the on duty accident/incident. The employee, and his/her duty supervisor, must document why timely testing wasn't provided if testing is not completed within the two (2) hour parameter. Any unreasonable delay on the part of the Unit Employee shall be considered a refusal and will result in disciplinary action up to and including termination of employment.

Unit Employees requiring medical attention following an accident/incident shall consent to a breath alcohol test. Upon a finding of reasonable suspicion by supervisory personnel, Unit Employees requiring medical attention following an accident/incident shall consent to the obtaining of specimens for drug testing by qualified, licensed attending medical personnel and consent to testing of the specimens. Consent shall also be given for the attending medical personnel and/or medical facility to release to the Medical Review Officer (MRO) all appropriate and necessary information and records that would indicate only whether or not drugs or alcohol, and what amounts, were found in the Unit Employee's system. Consent for these purposes shall be granted by each

## 2021-2024 Agreement

employee at the implementation date of this Drug and Breath Alcohol Testing Policy or upon hiring following the implementation date.

4. Return to Duty - Following the completion of any recommended treatment program Unit Employees of the Warren County Sheriff's Office who have engaged in prohibited conduct regarding the use/misuse of drugs and/or alcohol must submit to drug and/or breath alcohol testing, and must test with a verified negative result, prior to returning to duty.

The employee is responsible for all expenses incurred for his/her Return to Duty Testing.

5. Follow-Up - Unit Employees who previously engaged in prohibited drug and/or alcohol use and have completed any recommended treatment program and Return to Duty Testing shall be required to submit to unannounced Follow-Up Testing. A minimum of six (6) Follow-Up drug and/or breath alcohol tests will be administered in the first twelve (12) months after returning to duty. Unit Employees may be subject to Follow-Up Testing for up to sixty (60) months after returning to duty at the discretion of the Sheriff or upon the recommendation of a Substance Abuse Professional (SAP).
6. Reasonable Suspicion - Unit Employees displaying behavior or appearance characteristic with use or misuse of drugs and/or alcohol shall submit to drug and/or breath alcohol testing.

The decision to test under Reasonable Suspicion must be based on a reasonable and articulable belief that the employee has used or misused drugs and/or alcohol. This belief should be based upon recent physical, behavioral or performance indicators.

Prior to performing a drug and/or breath alcohol test based upon reasonable suspicion the Sheriff, or his designee, shall complete the "Reasonable Suspicion Checklist" form (Appendix "B") which will be included in the Unit Employee's personnel file if the test results are positive for drugs and/or alcohol.

7. Random - Every Unit Employee of the Warren County Sheriff's Office is subject to random drug and/or breath alcohol testing. Unit Employees shall be chosen for testing using a system designed to randomly select donors by an OPS designated number.

Random Testing dates will be unannounced and will take place with unpredictable frequency. Some Unit Employees may be tested more than once a year, while others may not be tested at all, depending on the random selection.

A minimum of fifteen (15) minutes to a maximum of two (2) hours will be allowed between notification of a Unit Employee's selection for Random Drug and/or Breath Alcohol Testing and the actual presentation for specimen for collection.

In the event a Unit Employee is unavailable (i.e., vacation, sick, out of town, etc.) to produce a specimen on the Random Testing date, the Sheriff may choose to omit the Unit employee from that specific test date or await the employee's return to work.

### **DRUG TESTING PROTOCOL**

The Warren County Sheriff's Office Drug and Alcohol Testing Policy ensures that all testing will be accomplished as non-intrusively as possible, given the circumstances. All Unit Employees, except in the case of non-ambulatory employees such as in Post Accident Testing, will be transported by a member of the Office of Professional Standards, or designee, to the designated Collection Site for testing.

## 2021-2024 Agreement

Testing for drugs may be completed by either urinalysis, hair specimen, saliva specimen or blood specimen. The method of testing shall be determined by the Sheriff and is not an option for the Unit Employee.

This Policy has been written and designed to protect, not only the County of Warren and its citizens, but also each and every member of the Warren County Sheriff's Office. To that end, the Policy is governed by the following guidelines:

1. Urine and/or hair specimens will be collected in a manner that preserves the dignity of the Unit Employee tested and ensures the integrity of the sample.
2. Urine and/or hair specimens will be identified by a control number and the Unit Employee's identity will only be disclosed to members charged with the duty of investigating or prosecuting violations of the agency's drug Policy, to other persons upon the written consent of the Unit Employee being tested or to other persons as may be required by lawful process.
3. After the collection process is completed, urine and/or hair specimens will be immediately sealed and labeled by personnel overseeing the collection in the presence of the Unit Employee. The specimens will be transported, stored, and analyzed using procedures designed to prevent tampering, including appropriate chain of custody procedures.
4. Urine and/or hair specimens will be tested using a split testing procedure. The samples will be subdivided into two specimens, the "primary" and the "split" specimen, and each will be submitted to the Approved Laboratory. If the "primary" specimen confirms the presence of illegal substances the Unit Employee has seventy-two (72) hours to request the "split" specimen be submitted to another SAMHSA/DHSS certified laboratory for analysis at the Unit employee's expense. However, if the "split" specimen proved to be negative all expenses incurred for testing shall be paid by the Warren County Sheriff's Office.

The "Split Specimen" procedure essentially provides the Unit Employee with an opportunity for a second opinion.

5. Prior to each drug test, the Unit Employee being tested will complete a "Confidential Drug Screening Questionnaire, OPS-6" (Appendix "D") identifying any medications, foods, food supplements or liquids ingested for a seventy-two (72) hour period prior to urinalysis, or ninety (90) days prior for hair analysis, as well as any contact with any illicit, illegal or controlled substances. It is imperative, when completing the questionnaire, to be as descriptive as possible in identifying all medications, foods, food supplements and liquids which may have been ingested and the circumstances in which there was contact with illicit, illegal or controlled substances.

### **PROHIBITED DRUGS AND TOLERANCES**

All drug results will be reported to the Medical Review Officer (MRO). If verified by the MRO, these results will be reported to the Sheriff or his designee.

The following is a list of drugs for which tests will be routinely conducted:

1. Amphetamines (Methamphetamine and Ecstasy)
2. Marijuana (THC Metabolites)
3. Cocaine and Metabolites



# 2021-2024 Agreement

4. Opiates (Codeine, Morphine, 6-MAM, Heroin)
5. Phencyclidine (PCP)

Concentrations of any of the drugs listed above equal to or greater than the following levels shall be considered a positive test result when using the initial drug test screening:

<u>Drug Tested</u>	<u>Initial Test Level (ng/ml)</u>
1. Amphetamines	1000.00
2. Marihuana Metabolite	100.00 or 50.00*
3. Cocaine Metabolite	300.00
4. Opiate Metabolites	300.00**
5. Phencyclidine	25.00

\* = Dependent upon laboratory setup

\*\*= 15 ng/ml if immunoassay specific for free morphine

<u>Drug Tested</u>	<u>Confirmation Test Level (ng/ml)</u>
1. Amphetamines	500.00
2. Marihuana Metabolite	15.00*
3. Cocaine Metabolite	150.00**
4. Opiate Metabolites	300.00
5. Phencyclidine	25.00

\* = Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*= Benzoyllecgonine

## **MEDICAL REVIEW OFFICER (MRO) RESPONSIBILITIES**

Following analysis and testing the Medical Review Officer (MRO) is responsible for the notification procedure. The MRO will provide the results of all testing to the Designated Employer Representative (DER).

Upon a positive test result the MRO must contact the Unit Employee directly, using the numbers provided on the Custody and Control Form (CCF), on a confidential basis to determine whether the Unit Employee wants to discuss the test result. The MRO must explain to the Unit Employee that if he/she declines to discuss the test result the MRO will verify the positive result. The MRO will attempt direct contact for a period of at least twenty-four (24) hours and will document each attempt with date, time and phone numbers attempted.

## **ALCOHOL TESTING PROTOCOL**

Testing for alcohol may be completed by evidential breath testing or blood specimen. The method of testing shall be decided by the Sheriff and is not an option for the Unit Employee, except in the event of a Post-Accident/Incident test, which shall be by a breath alcohol test.

Blood specimens shall be collected by licensed medical personnel at a designated Collection Site or medical facility. All Unit Employees will be asked to complete a chain of custody form to accompany the sample to an Approved Laboratory for analysis and testing.

## 2021-2024 Agreement

Unit Employees shall consent to the collection of a blood specimen and consent to testing of the specimen for the presence of alcohol. Consent shall also be given for the licensed medical personnel and/or medical facility to release to the Medical Review Officer (MRO) all appropriate and necessary information and records that would indicate only whether or not alcohol, and at what concentration, was found in the Unit Employee's system.

All breath alcohol testing shall be completed by New York State Certified Breath Test Operators in the Law Enforcement Division of the Sheriff's Office designated by the Sheriff or the Office of Professional Standards using evidential breath testing (EBT) equipment. Preliminary screening tests may be conducted using approved instruments for administering field sobriety testing to licensed motor vehicle operators.

Evidentiary Breath Alcohol Testing shall be performed as follows:

1. Unit Employees shall submit to an Initial Breath Test using an EBT. If the measured result is less than 0.020% breath alcohol concentration the test shall be considered negative and the results will be properly witnessed and recorded on the Breath Alcohol Testing Form.

If the result is 0.020% breath alcohol concentration or greater the test shall be considered positive, the results will be properly witnessed and recorded on the Breath Alcohol Testing Form and a Confirmation Breath Alcohol Test will be performed.

2. The Unit Employee shall submit to a Confirmation Breath Alcohol Test, not less than ten (10) minutes or more than twenty (20) minutes after the Initial Breath Alcohol Test, using an EBT with a new mouthpiece in the same manner as the Initial Breath Test. The results of the Confirmation Breath Alcohol Test shall be properly witnessed and recorded on the Breath Alcohol Testing Form.

### **REFUSAL TO SUBMIT**

All Unit Employees must submit to drug and/or breath alcohol testing. Refusal to submit to testing is prohibited. The consequences for refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may constitute a Refusal to Submit to required drug and/or alcohol testing:

1. Failure to provide adequate breath for testing without a valid medical explanation;
2. Failure to provide adequate urine for drug and/or alcohol testing without a valid medical explanation;
3. Any unreasonable delay or refusal to report to the designated Collection Site for drug and/or alcohol testing;
4. Engaging in any conduct, either directly or indirectly, that clearly obstructs the drug and/or alcohol testing process;
5. Refusal to sign the certification provided by the technicians; and
6. Claiming illness after notification of testing.

### **DRUG TEST CONSEQUENCES**

A negative test for drugs will allow the Unit Employee to return to full duty without suffering any loss of wages or benefits as long as there are no issues with alcohol use/abuse.

## 2021-2024 Agreement

Unit Employees testing positive for prescription drugs, non-prescription drugs and/or controlled substances that have been abused or misused, and are not subject to a valid medical exception, will cause the employee to be immediately suspended without pay for thirty (30) calendar days. Additional disciplinary measures will be subject to standing grievance and arbitration procedures outlined by the Collective Bargaining Agreements for each bargaining unit (Union) or, if none, Section 75 of the New York State Civil Service Law.

A positive drug test for a prohibited (illicit or illegal) substance, which is not subject to a valid medical exception, or positive test for prescription drugs, non-prescription drugs and/or controlled substances that have been abused or misused will result in immediate termination.

### **ALCOHOL TESTING CONSEQUENCES**

A negative breath alcohol test will allow the Unit Employee to return to full duty without suffering any loss of wages or benefits as long as there are no issues with drug use/abuse.

The Unit Employee will be subject to the following disciplinary action following positive alcohol test results. The disciplinary actions shall be based upon the alcohol concentration of the test measurements and are as follows:

1. A test measurement of less than 0.020% blood alcohol concentration will allow the Unit employee to return to work given the employee is fit to perform all required duties.
2. A test measurement of 0.020% to 0.049% alcohol concentration will cause the Unit Employee to be immediately suspended without pay for that tour. At the discretion of the Sheriff, the employee may be allowed to return to work at the next assigned tour when that employee is tested immediately prior to returning to work and the results of such testing indicate the employee has a 0.020% or less blood alcohol concentration.

Any Unit Employee who tests positive within these parameters (0.020% to 0.049%) twice during a twenty-four (24) month period shall receive, at a minimum, an immediate suspension of thirty (30) calendar days without pay.

3. A test measurement of 0.050% blood alcohol concentration or greater will cause the Unit employee to be immediately suspended without pay for thirty (30) calendar days. Any additional disciplinary measures will be subject to standing grievance and arbitration procedures outlined by the Collective Bargaining Agreements for each bargaining unit (Union) or, if none, Section 75 of the New York State Civil Service Law.

Prior to returning to work, a Unit Employee must receive certification from a Substance Abuse Professional (SAP) that the Unit Employee is able to perform their full duties. Suspension without pay will continue until such certification is received.

Any employee who tests positive within these parameters (0.050% or greater) twice during a twenty-four (24) month period shall be immediately terminated.

4. Any Unit Employee who refuses a breath alcohol test shall be treated as testing positive with an alcohol content of 0.050% alcohol concentration.

### **CONFIDENTIALITY**

All records are considered confidential and will not be released or shared with any person or agency not approved in this policy. Test results and other confidential information will only be released to the

## 2021-2024 Agreement

Sheriff, Designated Employer Representative (DER), Medical Review Officer (MRO) and Substance Abuse Professional (SAP) evaluating the Unit Employee.

Unit Employees are entitled to obtain copies of any records concerning his/her own use of drugs and/or alcohol, including any test records. If a Unit Employee initiates a grievance, hearing, lawsuit or other action the Warren County Sheriff's Office may release this information to the relevant parties.

### **VOLUNTARY DISCLOSURE**

In the event a Unit Employee of the Warren County Sheriff's Office is dependent on, or is an abuser of, drugs and/or alcohol and sincerely wishes to seek professional medical care, that Unit employee has the availability of the Employee Assistance Program (EAP) as described in this policy or he/she may voluntarily discuss their problem with the Sheriff or a member of the Office of Professional Standards confidentially.

Such voluntary desire for assistance with a problem will be honored by the Sheriff's Office and steps will be taken to provide the Unit Employee with immediate relief from duty and assistance.

The Warren County Sheriff's Office has a "Zero Tolerance" policy regarding the possession, manufacture, use and abuse of illegal drugs, so the Sheriff has total discretion in deciding what action is applicable when a Unit employee admits to illegal drug possession, use or abuse.

### **EXCEPTIONS**

This Policy does not apply to possession of drugs and/or alcohol by Unit Employees handling drugs and/or alcohol in the normal course of their duties or in the context of an authorized work assignment (i.e., undercover drug operations). However, any such collection, possession, transfer and/or disposal must strictly adhere to all standing Rules, Regulation, Directives, Policies and Procedures of the Warren County Sheriff's Office.

### **MODIFICATION OF POLICY**

This Policy may be only revised after meeting with Union Representatives and to the extent allowed by the Collective Bargaining Laws of the State of New York.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Every Unit Employee of the Warren County Sheriff's Office has the availability of the Employee Assistance Program (EAP) to seek confidential assistance and/or rehabilitation in coping with drug and/or alcohol use, abuse and dependency issues.

Unit Employees seeking assistance shall notify either the coordinator of the Employee Assistance Program or contact the designated EAP Agency. Unit Employees can also be referred by another employee of this agency. All contacts and referrals made shall remain confidential for the affected members.

Unit Employees seeking EAP assistance requiring relief from duty shall be granted sick leave, from their own sick leave accumulations, as prescribed by the EAP Coordinator, a licensed counselor and/or a Substance Abuse Professional (SAP) to allow the Unit Employee to receive treatment for drug and/or alcohol dependency.

# 2021-2024 Agreement

## **DEFINITIONS**

Adulterated Specimen - A urine specimen into which an employee, either directly or indirectly, has introduced a foreign substance.

Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Approved Laboratory - A laboratory selected by the Sheriff that is certified and monitored by SAMHSA and DHHS for analysis and testing.

Blood Alcohol Concentration (BAC) - The alcohol in a volume of breath expressed in terms of grams alcohol per 210 liters of breath as indicated by a breath test.

Chain of Custody - The method of tracking each specimen (urine, hair or blood) to maintain control from initial collection to final disposition of such samples and accountability at each stage of collection, handling, testing, storage and reporting.

Collection Site - A location, designated by the Sheriff, where Unit Employees and applicants present themselves to provide, under controlled conditions, a specimen (urine, hair or blood) that will be analyzed for the presence of drugs and/or alcohol. Collection Site may also include a location for the administration of a breath analysis test.

Confirmation Test - In drug testing, a second analytical procedure that is independent of the initial test to identify the presence of a specific drug or metabolite that uses a different chemical principle from that of the initial test to ensure reliability and accuracy. In breath alcohol testing, a second test following the initial test with a result of 0.02% or greater that provides quantitative data or alcohol concentration.

Confirmed Positive Result - In drug testing, the presence of an illicit, illegal, substance in the pure form or its metabolites at or above the cutoff level specified by the National Drug Institute of Drug Abuse identified in two consecutive tests that utilize different test methods and that was not determined by appropriate medical, scientific, professional testing or forensic authority to have been caused by alternate medical explanation or technically insufficient data. In breath alcohol testing, a Blood Alcohol Concentration, by breath, blood or urine testing, equal to or greater than 0.02% is considered a positive result.

Unit Employees - For the purposes of the Warren County Sheriff's Office Drug and Alcohol Testing Policy and Procedures shall apply to all current employees of the Warren County Sheriff's Office, regardless of rank, title or assignment, as well as applicants for hire, recruit officers attending basic training programs, and Probationary employees. These employees include sworn police officers, peace officers and civilian employees, both full time and part time.

Designated Employer Representative (DER) - An employer or individual(s) designated by the employer as authorized to receive communications and test results from Medical Review Officers (MRO), technicians, specimen collectors and substance abuse professionals. A Designated Employee Representative (DER) is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

Dilute Specimen - A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

Department of Health and Human Services (DHHS) - The Federal Department of Health and Human Services or any designee of the secretary, Department of Health and Human Services.

Evidential Breath Testing Device (EBT) - An instrument approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on the NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL). Further approved

## 2021-2024 Agreement

EBT's must be capable of printing the results, date, time, sequential test number, name of EBT and serial number to ensure reliability of the results.

Illegal Drug - Any substance for which the possession, sale, distribution, manufacture or use by unlicensed persons is prohibited by law.

Impaired – This word when used herein shall be interpreted and/or defined in the same manner in which such word is defined or interpreted under the Vehicle and Traffic Law section 1192.

Initial Test - In drug testing, an immunoassay test to eliminate negative urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a specimen.

Medical Review Officer (MRO) - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employee's drug and/or alcohol testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information.

Negative Result - In drug testing, the absence of an illicit, illegal, substance in the pure form or its metabolites in sufficient quantities to be identified by either an initial or confirmation test. In breath alcohol testing, a Blood Alcohol Concentration, by breath, blood or urine testing, less than 0.02% is considered a negative result.

Non-Prescription Drug - A substance, generally referred as Over the Counter (OTC) medication, which is not legally controlled and is legally available for use without a medical prescription, but which, when improperly or inappropriately used, may hamper an employee's ability to perform assigned duties or may impair judgment, alertness, and/or any other physical, emotional and mental capacities.

Prescription/Non-Prescription Drug Misuse - The overuse, improper or inappropriate use of any prescription or non-prescription drug, to include the ingestion of substances prescribed specifically for another person.

Prescription Drug - Controlled and non-controlled substance for which possession and use are legal when prescribed by licensed medical personnel.

Reasonable Suspicion - Suspicion or drug and/or alcohol use, abuse or misuse that include specific articulable facts which, taken together with rational inferences from those facts, will warrant the belief that an employee is under the influence of drugs and/or alcohol. Reasonable suspicion of drug abuse or misuse may be based upon behavioral and performance factors which include, but are not limited to, decreased work performance, willful misconduct, excessive absenteeism/tardiness, excessive use of sick leave, history of citizen complaints, negligent injuries or accident, poor traffic safety record or other documentable reasons.

Split Specimen - Urine drug test sample divided into two (2) parts. One part will be tested initially; the other will remain sealed in case a confirmation test is required or requested.

Substance Abuse & Medical Health Services - Formerly National Institute of Drug Abuse.

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

Substituted Specimen - A urine specimen that has been submitted by the employee, either directly or indirectly, in place of his/her own specimen.

# 2021-2024 Agreement

## SCHEDULE C

### APPENDIX "A"

1. If an employee, while on duty, exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is impaired by alcohol and/or a drug or drugs, or if the employee is engaging in illegal use, possession, distribution or sale of an illegal drug on duty, the Supervisor shall make an immediate notification to the Sheriff or his designee.

2. The Sheriff, or his designee, shall decide whether there is reason to investigate for the purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for the purposes of providing the employee an opportunity to explain the conduct, performance or behavior. In the event such a meeting is going to be held a designate Bargaining Unit (Union) Representative shall be advised and granted the opportunity to confer with the employee prior to any meeting with or questioning by the Sheriff, or his designee, but in no event shall the meeting be delayed for more than one (1) hour to accommodate Bargaining Unit (Union) representation. The employee may request that the Bargaining Unit (Union) Representative attend the meeting.

3. If the Sheriff, or his designee, decides that the employee should be referred for drug and or breath alcohol testing, the following procedure shall be followed:

- The Sheriff, or his designee, shall complete the "Reasonable Suspicion Checklist" form (Appendix "B") and sign it.
- A second agency member, holding the rank of Sergeant or higher, or an attorney in the Warren County Attorney's Office will countersign the checklist form.
- The employee will then be ordered to submit to the necessary test(s).
- Refusal to submit to the test(s) shall be deemed a positive test and will be grounds for immediate disciplinary action.
- Refusal to cooperate during any portion of the testing procedure shall also constitute grounds for additional disciplinary action.

4. The employee shall have the right to have a Bargaining Unit (Union) Representative present for collection of the specimen. In no event shall the collection be delayed for more than one (1) hour to accommodate the presence of a Bargaining Unit (Union) Representative.

2021-2024 Agreement

**SCHEDULE C**  
**APPENDIX "B"**  
Warren County Sheriff's Office  
**Drug and Alcohol Testing**  
**Reasonable Suspicion Checklist**

Name of Employee: \_\_\_\_\_

Rank: \_\_\_\_\_

Nature of Incident/Cause for Suspicion: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Behavioral Indications Noted, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Physical Signs or Symptoms Noted, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witnesses, Corroborations, etc.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the employee taken any medications in the past four (4) weeks? \_\_\_\_\_

If yes, list all medications, quantities taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Sheriff or Designee: \_\_\_\_\_

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



# 2021-2024 Agreement

## SCHEDULE C

### APPENDIX "C"

Warren County Sheriff's Office

#### **Consent and Acknowledgment Form**

As a "Unit Employee", as defined in this Policy of the Warren County Sheriff's Office, I have carefully read the Warren County Sheriff's Office Drug and Alcohol Testing Policy and Procedure. I have received a copy of the Warren County Sheriff's Office Drug and Alcohol Testing Policy and Procedure, understand its requirements, and agree without reservation to follow this Policy.

As a current employee, full or part time, I am aware that I may be required to undergo drug and/or alcohol testing at any time for any of the reasons prescribed within this Policy. I understand that a confirmed and verified positive test result, or refusal to submit to testing, may result in disciplinary action up to and including termination.

As an Applicant, I am aware that my offer for employment with the Warren County Sheriff's Office is conditional upon the results of drug and/or alcohol testing.

As a "Unit Employee" I will present a copy of this form to qualified personnel at the designated Collection Site when I report for testing.

I also understand that failure to provide adequate urine for testing without valid medical explanation, failure to provide adequate hair sample for testing without valid medical explanation, failure to provide adequate breath for testing without valid medical explanation and/or engaging in conduct that clearly obstructs any portion of the testing process are the same as refusing to submit to testing.

Further I authorize qualified personnel to take and have analyzed appropriate specimens to determine if drugs and/or alcohol are present in my system. I acknowledge that the drug screening test results will be made available to the designated Approved Laboratory, the Medical Review Officer (MRO), the Sheriff and his designees.

Employee Name: \_\_\_\_\_

Shield#: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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

Witness Signature: \_\_\_\_\_

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

Sheriff Signature: \_\_\_\_\_

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