

Agreement

between

County of Warren

And the

Warren County Police  
Benevolent Association

January 1, 2023 through December 31, 2025

Agreement made between COUNTY OF WARREN, NEW YORK, hereinafter referred to as the "COUNTY" and the WARREN COUNTY POLICE BENEVOLENT ASSOCIATION, INC. hereinafter referred to as "PBA".

Whereas, the PBA has been certified by the Public Employment Relations Board as the exclusive representative of certain employees of the County of Warren for the purpose of collective negotiations and the settlement of grievances, and

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, inconsideration of the mutual covenants contained herein, the parties do hereby agree as follows:

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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 and Sheriff (hereinafter "County") recognizes the PBA as the sole and exclusive bargaining agent with unchallenged representation status for the maximum 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 - Bargaining Unit

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

- Patrol Officers
- Patrol Sergeants
- Investigators
- Investigative Sergeant

Section 2 - Excluded Employees

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

Section 3 - Definition of Employees

Full-time employee: A person who is employed in the Bargaining Unit for a 12-month period of time and who regularly works between 80 and 84 hours every pay period.

Article 4 - General Conditions

Section 1 - Prohibition of Strike

The PBA 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 - Dues Deduction

(a) The County grants to the PBA exclusive payroll deduction of membership dues and health insurance premiums from wages of PBA 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 office of the PBA.

(b) The County shall deduct from the wages of employees and remit, following each payroll period, to the Hudson River Federal Credit Union, 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.

(d) The PBA 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 PBA 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 employees shall be free to join or refrain from joining the PBA without fear of coercion, reprisal or penalty from the PBA 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 PBA 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 PBA 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 that 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 PBA or the County or by virtue of an employee's participation or nonparticipation in the PBA.

Section 8 - PBA Representatives

PBA 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.

**Article 5 - Salary and Compensation Plan**

Section 1 - Salary and Compensation

(a) During calendar years 2023, 2024, and 2025, employees shall be compensated according to the attached salary schedule. All wage increases for 2023 shall be retroactive for employees on the County payroll when the increases are paid, and for any employee who retired from January 1, 2023 to the date that the Collective Bargaining Agreement is signed.

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

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

Section 1 A - Workweek, Workday (8-Hour Shifts)

(a) After the implementation of 12 hour shifts, 8 hour shifts apply to unique, light duty and special duty assignments as determined by the Sheriff. Assignment to the Drug Unit shall be considered a special duty assignment regardless of duration. All members of Investigative Services in the Law Enforcement Division shall work 8-hour shifts.

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

(c) The regular hours of work in each day shall be eight hours and the schedule of working hours shall be established by the Sheriff.

(d) Employees shall have a one-half our lunch period included in the eight-hour day.

(e) All employees shall have two twenty-four hour days off each week. The two twenty-four days

off each week shall be consecutive, except for major special events, pre-scheduled training days and staff meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public.

Section 1 B - Work Period, Workday (12-Hour Shifts)

(a) Except for members in unique, light duty or special duty assignments, all members of Patrol Services in the Law Enforcement Division shall work 12-hour shifts.

(b) The regular work period in the Sheriff s Office shall be 84 hours consisting of seven workdays over a two-week period of time commencing on a Monday, commonly referred to as a "pay period".

(c) The regular hours of work in each day shall be 12 hours.

(d) Employees shall have a one-half hour lunch period included in the twelve-hour day.

(e) Employees working 12-hour shifts and reporting for duty shall be allowed to use the first five minutes of their shift to change into their prescribed uniforms. And, except as needed for an emergency, shall be allowed to use the next ten minutes to familiarize themselves with current patrol notices and activities.

(f) The 12-hour shift schedules will commence in January of 2007 and be used for the remainder of 2007 and each year thereafter.

(g) For the purposes of the 12-hour shifts, it is agreed the following shall apply:

- (1) The Sheriff will implement two shifts for Patrol Officers, an A-line from 8 p.m. to 8 a.m., and a B-Line from 8 a.m. to 8 p.m.
- (2) A portion of those Patrol Officers on each shift will be assigned to work an early assignment, defined on the A-Line as 7 p.m. to 7 a.m., and on the B-Line as 7 a.m. to 7 p.m.
- (3) The Sheriff will implement two shifts for Patrol Sergeants, an A-line from 6:30 p.m. to 6:30 a.m., and a B-Line from 6:30 a.m. to 6:30 p.m.
- (4) The Sheriff may require deviation from the regular 12-hour shifts as defined above (i.e. requiring employees working a 12 hour shift other than at the times shown above) for employees working in the K-9 Unit and for the purposes of major events, pre-scheduled training days and staff meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public. In situations or circumstances, other then those previously identified and including but not limited to Sheriff request, employee request, court attendance, special duty assignments, etc. there may be deviation from the regular 12 hour shifts on a temporary or indefinite basis if the Sheriff, affected employee and PBA President agree to such deviation in writing by

way of a letter or memo executed by the Sheriff, affected employee and PBA President.

(5) Pass days for 12-hour shifts shall be as follows:

	MO	TU	WE	TH	FR	SA	SU
Week 1	Pass	Pass			Pass	Pass	Pass
Week 2			Pass	Pass			

Section 2A - Overtime (8-Hour Shifts)

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

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

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

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

Section 2B - Overtime (12-Hour Shifts)

(a) When an employee of the Sheriff's Office is required or authorized to work in excess of twelve hours per day or eighty-four hours per pay period, he shall be paid at the rate of time and one-half.

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

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

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

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

Section 3A - Miscellaneous Compensation (8-Hour Shifts)

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

- Afternoon shift, 4:00p.m. to 12:00 midnight, or 3:00 p.m. to 11:00 p.m., whichever is applicable, 5% additional to hourly rate.
- Night shift, 12:00 midnight to 8:00 a.m., or from 11:00 p.m. to 7:00 a.m., whichever is applicable, 10% additional hourly rate.

(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 3 hours call-in time at the rate of time and one-half 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.

(e) All Employees holding the position of Investigator shall receive a 5% differential to the salary shown in Schedule "A" and shall not receive any other differential including shift differentials by reason of working other than scheduled daytime hours.

Section 3B - Miscellaneous Compensation (12-Hour Shifts)

(a) Employees regularly subject to 12-hour shifts shall receive a 5% differential, which shall be continued during any temporary reassignment to an 8 hour shift up to a maximum of 60 consecutive calendar days.

(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 3 hours call-in time at the rate of time and one-half whenever a bargaining unit employee is required and authorized to report for duty by a superior officer.

(d) Employees working in the K-9 Unit shall receive additional compensation as set forth in Section 16 of this agreement.



#### Section 4 – On Call Pay

Commencing with the beginning of the first complete payroll period after signing this Collective Bargaining Agreement, employees assigned to Criminal Investigations and scheduled for on-call duties and employees in the Narcotic Enforcement Unit who are assigned and scheduled for on-call duties by the Sheriff to be on-call shall receive on-call pay of \$50 per day, except employees assigned to Criminal Investigations and scheduled on Saturdays and Sundays shall receive on-call pay of \$75 for Saturdays and Sundays.

#### Article 7 - Holidays

##### Section 1 A - Paid Holidays (8-Hour Shifts)

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) Washington's Birthday, (5) Memorial Day, (6) Independence Day, (7) Labor Day, (8) Columbus Day, (9) Election Day, Veterans Day, (11) Thanksgiving Day, and (12) Christmas Day.

##### Section 1 B - Benefit Days (12-Hour Shifts)

(a) Employees in the Bargaining Unit working 12-hour shifts shall be entitled to eight benefit days to compensate for providing patrol services on the following holidays: (1) New Year's Day, (2) Martin Luther King, Jr. Day, (3) Lincoln's Birthday, (4) Washington's Birthday, (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.

(b) Benefit days are defined as 12-hour days.

##### Section 2A - Holiday Day-in-Lieu of Administration (8-Hour Shifts)

(a) 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 in to work on one of the scheduled holidays, the employee can either (1) elect to receive a day in lieu of (DLO) for use to take an alternate day off in lieu of the scheduled holiday, which shall be paid at the employee's regular daily rate, or (2)

receive payment for working on said holiday at the employee's regular daily rate plus time and one-half the regular daily rate.

(f) An employee whose normal day off falls on one of the scheduled holidays shall either: (1) elect to receive an additional day's pay for the scheduled holiday at the employee's regular daily rate or (2) elect to receive a DLO for use to take an alternate day off in lieu of the scheduled holiday, which shall be paid at the employee's regular daily rate.

(g) If the employee elects to take an alternate day off in lieu of the scheduled holiday, the DLO must be scheduled and used or it will be lost and forfeited without any compensation to the employee. However, the employee shall be paid for an unused DLO not used within 6 (six) months from the date earned, when the failure to use the credit was caused through no fault of the employee, as that term is defined herein. For Article 7, the term "no fault of the employee" shall mean that the employee submitted, on multiple occasions during the six-month time period following the accrual of the DLO, multiple leave requests which were denied due to the scheduling and staffing requirements of the Sheriff's Office. The employee seeking to receive compensation for unused DLO not used within six (6) months from the date earned shall submit a written request to the Sheriff, or his designee, within seven (7) calendar days after the end of the six month period and it shall be the employee's burden to demonstrate the failure to use the DLO was through "no fault of the employee" or the DLO shall be lost and forfeited without compensation. The Sheriff shall be solely responsible for determining whether the failure to use a DLO was through no fault of the employee, and therefore should be compensated at the employee's regular daily rate.

(h) All DLOs shall be taken within 6 (six) months of the date the DLO was earned. DLO shall not be carried over beyond this time.

(i) Whenever an employee of the bargaining unit uses sick leave for any part of a holiday, leave credits will be recorded as follows:

- (1) For Christmas, Independence Day, Martin Luther King, Jr. Day, Election Day, Lincoln's Birthday, and Memorial Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will not be entitled to the holiday benefit; and
- (2) For New Year's Day, Washington's Birthday, Labor Day, Columbus Day, Veteran's Day and Thanksgiving Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will be entitled to the holiday leave benefit.

(j) 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.

#### Section 2B - Benefit Day Administration (12-Hour Shifts)

(a) On or before January 15th, an employee may elect, to schedule and take benefit days off during the course of the year but not earlier than the commencement of the quarter in which the same are earned (quarters being defined as commencing January 1st, April 1st, July 1st and October 1st and it being understood that 2 benefits days are earned and available for use in each quarter) and not later than the six month period following the commencement of the quarter in which such days were earned or the end of the calendar year in which earned, whichever occurs first. Requests to take benefit days during the course of the year that are received on or before February 15th shall be approved or denied by February 28th or within seven working days with regard to those days scheduled during the quarter commencing January 1st.

(b) If the employee does not make the previously described election or to the extent all earned benefit days are not scheduled, every January 1st, April 1st, July 1st and October 1st the employee may elect to: (1) take two benefit days off during the 6 (six) month period following the commencement of the quarter in which the same were earned but not later than the end of the calendar year in which the same were earned; or (2) receive payment at their regular rate of pay for two additional days as compensation for not taking the two benefit days off during the quarter in which the same were earned; or (3) take one benefit day off during the aforesaid six month period but prior to the end of the said calendar year and receive payment at their regular rate of pay for one additional day as compensation for taking only one benefit day off. Requests to take benefit days received at the commencement of each quarter in which the same are earned shall be approved or denied within seven working days.

(c) If the employee elects to take the benefit days, the benefit days must be taken, or otherwise they will be lost with no compensation to the employee; however, the employee shall be paid for unused benefit leave days not used, when the failure to use the leave days was caused through no fault of the employee, as that term is defined herein. For Article 7, the term "no fault of the employee" shall mean that the employee submitted, on multiple occasions during the six-month time period following the accrual of the benefit days, multiple leave requests which were denied due to the scheduling and staffing requirements of the Sheriff's Office. The employee seeking to receive compensation for unused benefit days not used within six (6) months from the date earned shall submit a written request to the Sheriff, or his designee, within seven (7) calendar days after the end of the six month period and it shall be the employee's burden to demonstrate the failure to use the benefit days was through "no fault of the employee" or the benefit days shall be lost and forfeited without compensation. The Sheriff shall be solely responsible for determining whether the failure to use the benefit days was through no fault of the employee, and therefore should be compensated at the employee's regular daily rate.

(d) All benefit days shall be taken within 6 (six) months of the commencement of the calendar quarter during which the employee becomes entitled thereto. Benefits days shall not be carried over beyond this time.

(e) Whenever an employee of the bargaining unit uses sick leave for any part of a holiday as listed above, leave credits will be recorded as follows:

- (1) For Christmas, Independence Day, Martin Luther King, Jr. Day, Election Day, Lincoln's Birthday, and Memorial Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will not be entitled to one benefit day in the next following quarter; and

(2) For New Year's Day, Washington's Birthday, Labor Day, Columbus Day, Veteran's Day and Thanksgiving Day, the employee will be charged with sick leave credits for the number of hours used as sick leave with no reduction in benefit days.

(f) 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 day of the holiday.

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

Section 1 A - Vacation Leave (8-Hour Shifts)

(a) All full time bargaining unit employees shall be entitled to a vacation with pay after completing two years of total continuous service as follows:

2 years of service	10 working days
5 years of service	15 working days
7 years of service	18 working days
10 years of service	23 working days

(b) Employees holding the position of Investigator shall be entitled to an additional vacation day upon 10 years of total service for a total of 24 working days.

(c) For the first year of employment, an employee shall be entitled to the following vacation days on the 1st 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

(d) Vacation leave may be taken in multiples of not less than 4 hours. All vacation days must be approved in advance.

(e) 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 County service as a full-time employee.

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

(g) 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.

(h) All vacations shall be taken in the calendar year during which the employee becomes entitled thereto, except that vacation leave credits earned and not otherwise taken prior to the end of that same calendar year, through no fault of the employee as provided herein, shall be carried over into the succeeding calendar year upon advance written request to the Sheriff. For Article 8, the term “no fault of the employee” shall mean that the employee submitted, on multiple occasions during calendar year in which the vacation leave credits accrued, submitted multiple leave credits requests which were denied due to the scheduling and staffing requirements of the Sheriff’s Office. The employee seeking to carry over vacation leave credits not used during the calendar year in which they accrued shall submit a written request to the Sheriff, or his designee, on or before December 31<sup>st</sup> of the calendar year in which such vacation leave credits accrued and were not used by the employee and it shall be the employee’s burden to demonstrate the failure to use the vacation leave credits was through “no fault of the employee” or the vacation leave credits shall be lost and forfeited without compensation. The Sheriff shall be solely responsible for determining whether the failure to use the vacation leave credits was through no fault of the employee, as defined herein, and therefore should be carried over into the next calendar year.

(i) The County will allow an employee to carry vacation leave credits earned in one calendar year over into the succeeding calendar year when an employee obtains approval for vacation leave time-off which commences in the year the vacation leave credits are earned and continues, without interruption, into the succeeding calendar year.

(j) All vacation leave credits carried over from the calendar year in which they accrued into the succeeding calendar year must be used within the first six (6) months of the succeeding calendar year or otherwise they will be lost and forfeited with no compensation to the employee.

(k) Employees shall not receive any compensation for any carried over vacation leave credits which remain unused at the time of his/her separation from service and all such carried over vacation leave credits shall be lost and forfeited without compensation, nor shall carried over vacation leave credits be used during the time period immediately prior to the date of separation.

(l) Unused vacation days which are earned in the calendar year of an employee’s termination of service shall be paid to the employee at the time of his/her termination of services.

Section 1 B - Vacation Leave (12-Hour Shifts)

(a) All full time bargaining unit employees shall be entitled to a vacation with pay after completing two years of total continuous service as follows:

2 years of service	6 working days
5 years of service	10 working days
7 years of service	12 working days
10 years of service	16 working days

(b) For the first year of employment, an employee shall be entitled to the following vacation days on the 1st 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, April	3 days
May, June, July, August	2 days
September, October, November, December	1 day

(c) Vacation leave requests submitted by the 15th of January, pursuant to the Sheriff's Request for Leave policy, shall be approved or denied by the 28th of February.

(d) Vacation leave credits may be taken in multiples of not less than 4 hours. All vacation leave time off must be approved in advance of the start of the time off.

(e) 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 County service as a full-time employee.

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

(g) 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.

(h) All vacation leave credits shall be taken in the calendar year during which the employee becomes entitled thereto, except, that vacation leave credits earned and not otherwise taken prior to the end of the same calendar year, through no fault of the employee as provided herein, shall be carried over into the succeeding calendar year upon advanced written request to the Sheriff. For Article 8, the term "no fault of the employee" shall mean that the employee, on multiple occasions during the calendar year in which the vacation leave credits accrued, excluding the employee's initial leave request submitted by the 15<sup>th</sup> of January, submitted multiple additional leave requests which were denied due to the scheduling and staffing requirements of the Sheriff's Office. The employee seeking to carry over vacation leave credits not used during the calendar year in which they accrued shall submit a written request to the Sheriff, or his designee, on or before December 31<sup>st</sup> of the calendar year in which such vacation leave credits accrued and were not used by the employee and it shall be the employee's burden to demonstrate the failure to use the vacation leave credits was through "no fault of the employee" or the vacation leave credits shall be lost and forfeited without compensation. The Sheriff shall be solely responsible for determining whether the failure to use vacation leave credits was through no fault of the employee, as defined herein, and therefore should be carried over into the next calendar year.

(i) The County will allow an employee to carry vacation leave credits earned in one calendar year over into the succeeding calendar year when an employee obtains approval for vacation leave time-off which commences in the current calendar year and continues, without interruption, into the succeeding calendar year.

(j) All vacation leave credits carried over from the calendar year in which they accrued into the succeeding calendar year must be used within the first six (6) months of the succeeding calendar year or otherwise they will be lost and forfeited with no compensation to the employee.

(k) Employees shall not receive any compensation for any carried over vacation leave credits which remain unused at the time of his/her separation from service and all such carried over vacation leave credits shall be lost and forfeited without compensation, without compensation, nor shall carried over vacation leave credits be used during the period of time immediately prior to the date of separation.

(l) Unused vacation days which are earned in the calendar year of an employee's separation from service shall be paid to the employee at the time of his/her separation from service.

Section 2A - Sick Leave (8-Hour Shifts)

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

(b) 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; and (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..

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

(d) A full time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of one working day per month and no more than twelve working days in each year. 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 consecutive days. The first seven days of absence, or "waiting period" under "Workers' Compensation Law," shall be provided to employees with full pay with no deduction to any leave credits.

(e) The 12 working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 200 days, and may be kept to his or her credit for future sick leave with pay.

(f) 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.

(g) In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall have the following options which must 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(d) up to a maximum of 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 720 hours 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 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; and

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

(h) The twelve working days per year allowed to an employee for sick leave will be earned at the rate of one day of sick leave for each calendar month of employment in County service.

(i) 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.

#### Section 2B - Sick Leave (12-Hour Shifts)

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

(b) 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 2 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; and (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.

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

(d) A full-time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of eight hours per month and no more than 96 hours in each year. 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 consecutive days. The first seven days of absence, or "waiting period" under "Workers' Compensation Law," shall be provided to employees with full pay with no deduction to any leave credits.

(e) The 96 hours per year allowed to an employee for such leave with pay may be accumulated to a maximum of 1600 hours, and may be kept to his or her credit for future sick leave with pay.

(f) 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.

(g) In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall have the following options which must 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(d) up to a maximum of 720 hours:

(2) apply all or a portion of the dollar value of said half of the accumulated sick leave up to a maximum of 720 hours 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.

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

(h) The 96 hours per year allowed to an employee for sick leave will be earned at the rate of eight hours of sick leave for each calendar month of employment in County service.

(i) 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.

#### Section 2C – Sick Leave Bank

(a) A voluntary sick leave donation drive for bargaining unit employees will be allowed, and such drive will be administered by the PBA.

(b) The sick leave donation drive will allow the PBA to obtain a voluntary contribution of not more than eight sick leave hours from any full time bargaining unit employee desiring to donate sick leave hours to the recipient employee, up to a maximum total of four hundred (400) sick leave hours from all voluntary contributors. In order to be eligible to donate sick leave hours, the donating employee must have at least eighty (80) accumulated sick leave hours. The maximum number of hours to be contributed for all recipient employees shall be three thousand six hundred (3,600) hours per year. The recipient employee of the donated sick leave hours 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 PBA will notify the County of the names of the individuals who have voluntarily donated sick leave hours 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 hours 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 PBA 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 PBA 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 parties may adjust this sick leave donation program by mutual agreement.

Section 3A - Personal Leave - 8-Hour Shifts

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

(b) A full-time employee shall be entitled to personal leave not exceeding a total of 24 hours in each year.

(c) Personal leave may be taken in multiples of not less than 1 hour. All personal leave must be requested by the employee and approved in advance.

(d) Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another, except that personal leave earned and not otherwise taken through no fault of the employee as provided herein, shall be carried over into the succeeding calendar year upon advance written request to the Sheriff. For Article 8, the term "no fault of the employee" shall mean that the employee, on multiple occasions during the calendar year in which the personal leave credits accrued, submitted multiple requests to take the personal leave time off and those requests were denied due to the scheduling and staffing requirements of the Sheriff's Office. The employee seeking to carry over personal leave credits not used during the calendar year in which they accrued shall submit a written request to the Sheriff, or his designee, on or before December 31<sup>st</sup> of the calendar year in which such personal leave credits accrued and were not used by the employee and it shall be the employee's burden to demonstrate the failure to use the personal leave credits was through "no fault of the employee" or the personal leave credits shall be lost and forfeited without compensation. The Sheriff shall be solely responsible for determining whether the failure to use personal leave credits was through no fault of the employee, as defined herein, and therefore should be carried over into the next calendar year.

(e) Personal leave carried over from one year into the succeeding year must be used within the first six (6) months of the succeeding year or otherwise they will be lost with no compensation to the employee.

(f) Unused personal leave shall expire and be forfeited upon separation, retirement, or death and shall not be liquidated in cash at the time of separation, retirement, or death.

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

(h) Each new full-time permanent employee shall be credited with 12 hours of personal leave after six months of continuous employment and 12 additional hours of personal leave at the end of eight months of continuous employment.

Personal leave requests submitted by the 15<sup>th</sup> of January, pursuant to the Sheriff's Request for Leave Policy, shall be approved or denied by the 28<sup>th</sup> of February.

Section 3B - Personal Leave (12-Hour Shifts)

- (a) Personal leave is leave with pay for personal business.
- (b) A full-time employee shall be entitled to personal leave not exceeding a total of 24 hours in each year.
- (c) Personal leave may be taken in multiples of not less than 1 hour. All personal leave must be requested by the employee and approved in advance.
- (d) Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another, except that personal leave earned and not otherwise taken through no fault of the employee as provided herein, shall be carried over into the succeeding calendar year upon advance written request to the Sheriff. Article 8, the term “no fault of the employee” shall mean that the employee, on multiple occasions during the calendar year in which the personal leave credits accrued, submitted multiple requests to take the personal leave time off and those requests were denied due to the scheduling and staffing requirements of the Sheriff’s Office. The employee seeking to carry over personal leave credits not used during the calendar year in which they accrued shall submit a written request to the Sheriff, or his designee, on or before December 31<sup>st</sup> of the calendar year in which such personal leave credits accrued and were not used by the employee and it shall be the employee’s burden to demonstrate the failure to use the personal leave credits was through “no fault of the employee” or the personal leave credits shall be lost and forfeited without compensation. The Sheriff shall be solely responsible for determining whether the failure to use personal leave credits was through no fault of the employee, as defined herein, and therefore should be carried over into the next calendar year.
- (e) Personal leave carried over from one year into the succeeding year must be used within the first six (6) months of the succeeding year or otherwise they will be lost with no compensation to the employee.
- (f) Unused personal leave shall expire and be forfeited upon separation, retirement, or death and shall not be liquidated in cash at the time of separation, retirement, or death.
- (g) An employee shall not be entitled to personal leave time until after four months of continuous employment.
- (h) Each new full-time permanent employee shall be credited with 12 hours of personal leave after six months of continuous employment and 12 additional hours of personal leave at the end of eight months of continuous employment.
- (i) Personal leave requests submitted by the 15th of January, pursuant to the Sheriff’s Request for Leave Policy, shall be approved or denied by the 28th of February.

Section 4A - Leaves of Absence (8-Hour Shifts)

- (a) Military Leave - Bargaining unit employees who are absent from work while performing military duties in service of the State of New York or Federal Military Reserve, pursuant to written orders, (hereafter, “Military Members”) shall be governed by the statutory requirements set forth by the Uniformed Services Employment and Reemployment Act, 38 U.S.C. § § 4301-4335 (hereafter, USERRA), and New York State Military Law, Article 11, (hereafter, “Military Law”) and no

provisions of this Agreement shall be interpreted to limit, restrict, or abridge any legal rights granted to such employees upon meeting the conditions and requirements of those statutory provisions.

- (1) Military Members shall receive their regular daily rate of pay while engaged in the performance of ordered military duty not exceeding thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any one calendar year or during any one continuous period of absence from County employment, upon satisfying the requirements of section 245 of the Military Law, to include providing proper notice and submitting written orders in advance to the Sheriff. No Military Member shall return to County employment while still serving ordered military duty.
- (2) Military Members shall have the right to be reemployed, following the completion of a period of military service greater than thirty (30) days, when the Military Member's cumulative length of the current absence and of all prior absences from the employment position with the County by reason of service in the uniformed services does not exceed five (5) years and the Military Member satisfies the reemployment requirements under USERRA, to include but not limited to providing written notice to the Sheriff within ninety (90) days after completing the ordered military duty. A Military Member who fails to notify the Sheriff in writing five years and ninety days after the initial absence from County employment that the ordered military duties terminated and they seek reemployment under this provision and USERRA shall be deemed terminated from employment without further procedures under this agreement or Section 75 of the Civil Service Law.

(b) Medical 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 ninety (90) days at a time. Extensions of such authorized medical leave will be requested in writing by the employee, subject to the approval by the Sheriff and the Finance & Personnel Committee of Warren County.

(c) Education Leave – Unpaid education leave may be requested up to a period not to exceed ten months and is subject to the approval by the Sheriff. A request for education leave will be granted only if: (1) There is a determination that the education leave will not cause a negative impact upon staffing requirements; and (2) the employee's pursuit of higher education is intended to lead toward a college degree which directly related to the employee's job title and responsibilities.

(d) Paid Administrative Leave – A temporary administrative action that authorizes an employee to be absent from work, without loss of pay, only upon the written approval from the Sheriff, or in the absence of the Sheriff, then the Undersheriff. Leave may required by the Sheriff due to an immediate concern for an employee's physical or psychological fitness for duty, pending disciplinary action, or a circumstance where the health and/or safety of any member or other person is in question or at risk.

(e) All requests for a leave of absence, other than military leave and education leave, 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.

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

(g) 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.

(h) In the event an employee reentering County service after having terminate his service for any reason whatsoever is not reinstated within 30 days from the date of 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.

#### Section 4B - Leaves of Absence (12-Hour Shifts)

(a) Military Leave - Bargaining unit employees who are absent from work while performing military duties in service of the State of New York or Federal Military Reserve, pursuant to written orders, (hereafter, "Military Members") shall be governed by the statutory requirements set forth by the Uniformed Services Employment and Reemployment Act, 38 U.S.C. § § 4301 – 4335 (hereafter, USERRA), and New York State Military Law, Article 11, (hereafter, "Military Law") and no provision of this Agreement shall be interpreted to limit, restrict, or abridge any legal rights granted to such employees upon meeting the conditions and requirements of those statutory provisions.

Military Members shall receive their regular daily rate of pay while engaged in the performance of ordered military duty not exceeding thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any one calendar year or during any one continuous period of absence from County employment, upon satisfying the requirements of section 245 of the Military Law, to include providing proper notice and submitting written orders in advance to the Sheriff. No Military Member shall return to County employment while still serving ordered military duty.

(b) Military Members shall have the right to be reemployed, following the completion of a period of military service greater than thirty (30) days, when the Military Member's cumulative length of the current absence and of all prior absences from the employment position with the County by reason of service in the uniformed services does not exceed five (5) years and the Military Member satisfies the reemployment requirements under USERRA, to include but not limited to providing written notice to the Sheriff within ninety (90) days after completing the ordered military duty. A Military Member who fails to notify the Sheriff in writing within five years and ninety days after the initial absence from County employment that the ordered military duties terminated and they seek reemployment under this provision and USERRA shall be deemed terminated from employment without further procedures under this Agreement or Section 75 of the Civil Service.

(c) Medical 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.

(d) Education Leave – Unpaid education leave may be requested up to a period not to exceed ten months and is subject to the approval by the Sheriff. A request for education leave will be granted only if: (1) There is a determination that the education leave will not cause a negative impact upon staffing requirements; and (2) the employee's pursuit of higher education is intended to lead toward a college degree which directly related to the employee's job title and responsibilities.

(e) Paid Administrative Leave – A temporary administrative action that authorizes an employee to be absent from work, without loss of pay, only upon the written approval from the Sheriff, or in the absence of the Sheriff, then the Undersheriff. Leave may be required due to an immediate concern for an employee’s physical or psychological fitness for duty, pending disciplinary action, or a circumstance where the health and/or safety of any member or other person is in question or at risk.

(f) All requests for a leave of absence, other than military leave and education leave, 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.

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

(h) 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.

(i) 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. , except that if the employee had three or more years of service in the same position to which he/she is returning, such employee shall be entitled to receive vacation credits based on total service and shall not be required to wait until he/she has completed 2 more years of continuous service from the days of entering county service..

(j) On and after April 18, 2011, an individual hired in the Patrol Division of the Warren County Sheriff’s Office who has prior Qualifying Experience in the Warren County Sheriff’s Office, another sheriff’s office or federal, state, or local police agency 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 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 as a police officer or similar law enforcement officer position whereby the individual, has been trained in police work and actually has performed work as a patrol officer, sergeant or 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.

#### Section 5A - Bereavement Leave (8-Hour Shifts)

(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 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, stepchild, grandparent, grandchild, mother-in-law, father-in-law 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.

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 on jury duty.

## **Article 9 - Health Insurance Plan**

### **Section 1 - Health Insurance**

(a) Effective January 1, 2023, for employees hired on or before June 30, 2015, the County shall contribute 80% of the health insurance premium, and the employee shall contribute 20% of the health insurance premium for the current self funded health insurance plan for active employees, and non-Medicare eligible retirees, or a substantially similar plan offered through the County.

Commencing December 1, 2023 for employees hired on or before June 30, 2015, the County shall contribute 76% of the health insurance premium and the employee shall contribute 24% of the health insurance premium for the current self-funded health insurance plan for active employees, and non-Medicare eligible retirees, or a substantially similar plan offered through the County. Commencing December 1, 2024, the County shall contribute 75% of the health insurance premium, and the employee shall contribute 25% of the health insurance premium. The balance of the applicable health insurance premiums shall be paid by the employee through payroll deduction.

(b) Effective January 1, 2023, for employees hired on or after July 1, 2015, and commencing on the first of the month immediately following the initial month of hire for a new full-time employee, the County shall contribute 77% of the health insurance premium, and the employee shall contribute 23% of the self-funded health insurance plan for active employees, and non-Medicare eligible retirees, or a substantially similar plan offered through the County. Commencing December 1, 2023, the County shall contribute 76% of the health insurance premium, and the employee shall contribute 24% of the premium of the self-funded health insurance plan for active employees, and non-Medicare eligible retirees. Commencing December 1, 2024, the County shall contribute 75% of the health insurance premium, and the employee shall contribute 25% of the premium of the self-funded health insurance plan for active employees, and non-Medicare eligible employees.

(c) Two members of the same family employed by the County may only be enrolled in one insurance plan. 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 only contribute a maximum total amount equal to the County's contribution for a two-person plan.



(d) The County may offer Empire Blue Cross Medicare Advantage Plan, CDPHP PPO Medicare Advantage Plan with 10/30/50 RX and/or a similar plans as an option for Medicare-eligible retirees in accordance with the same contribution formula as proposed with other Health Insurance coverages and with the understanding as set forth above that if the County's calculated portion of the premium is greater than the premiums, there shall be no payment of the difference to the employee.

(e) In the event that, during the term of this collective bargaining agreement, the County desires to effect a change from the health care plans currently offered through multiple health insurance carriers to a multi-plan option through a single health insurance carrier or some hybrid thereof or mix of carriers, and such change will result in a plan which is substantially similar to or better than that currently offered through the multiple carrier approach now used at a cost which is the same or lower for the employee, The PBA agrees to negotiate such change in good faith and not raise unreasonable objections.

(f) 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 2013 under the Blue Shield EPO Plan or Medicare Advantage, as the case may be, 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 or Medicare Advantage Plans, as the case may be, and renewed, or whatever 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 herein.) The County will provide 30 days written notice to the President of the PBA, or if there should not be a President, the next highest officer of the PBA.

## Section 2 - Eligibility in Retirement

(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;
- 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.

(i) "Employee share" as applied in this Article shall mean that eligible retirees will pay the same percentage contribution as the percentage being contributed by active employees up to a maximum of 25%.

### Section 3 - Dental Insurance

(a) All full-time employees of the County shall be eligible for non-duplicative coverage in the current Dental Plan, or equivalent coverage. The County shall contribute the sum of \$10.00 per month per employee toward the premium for the 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 plans 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 the Sheriff's twenty-year retirement plan, with additional 1/60th rider, pursuant to Section 89-b of the Retirement and Social Security Law of the State of New York covering the Sheriff, Undersheriff and Police Officers in the County who engage in at least 50% criminal law enforcement activities.

(b) The County shall continue to provide for the Sheriff's twenty-year retirement plan, pursuant to Article 14-B, Section 552 for bargaining unit employees who engage in at least 50% criminal law enforcement activities and section 553(a) of the NYS Retirement and Social Security Law provides an additional 1/60 of final average salary for each additional year of creditable service in the Sheriff's Office not to exceed 15 years.

## 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:

Step 1 - When an employee with the written consent of the PBA makes a grievance, the employee shall meet with the Division Commander and attempt to resolve the matter informally ("the informal stage"). The employee shall notify the PBA representative of the grievance. The aggrieved employee may be accompanied by the PBA representative.

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 PBA 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 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 PBA 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 the County or the PBA with the written consent of the employee 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 the American Arbitration Association 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.

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

(7) The PBA 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 PBA Collective Bargaining Agreement.

#### **Article 12 - Waiver**

The parties agree that this is the entire agreement between the County and the PBA 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.

### **Section 2 - Review of Leave Sheets**

Every bargaining unit employee shall have the right to review or question their leave sheet and may from time to time inquire through the Sheriff's Administrative Office as to their 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 - Safety Standards**

The County agrees to provide safe vehicles to appropriate personnel.

### **Section 8 - Union Negotiations**

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

### **Section 9 - 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 10 - Payroll Information

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

Section 11 - 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 12 - Bulletin Boards

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

Section 13 - 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.

Section 14 - 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 15 - 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 16 - Pregnancy - Light Duty Work

Temporary reassignment of eligible pregnant members is a voluntary program whereby the Office will afford pregnant members the opportunity to continue working during the latter stage of pregnancy. Temporary reassignment of eligible pregnant members will be made consistent with the operational needs of the Office. The Office shall have the sole right to determine hours, location and type of duty to be assigned, however, every reasonable effort will be made to assign the member as close to her assigned duty station as possible. As operational needs dictate, the Sheriff may, at any time, change the hours, location and type of duty assigned. Members temporarily assigned to administrative duty shall not be assigned to normal road patrol, criminal investigations requiring field assignments or field supervisory coverage. Any member who is at least 5 months pregnant and any member who is less than 5 months pregnant whose attending physician will not certify her for full and strenuous duty as a result of her pregnancy is eligible for this program. Members who are at least 5 months pregnant and do not want a temporary reassignment to administrative duties, but instead wish to continue in an assignment requiring fitness for full and strenuous duty shall be allowed to do so provided the member's doctor consents.

## Section 17 – Random Drug and Alcohol 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 Schedule C.

## Article 15- Seniority

A seniority roster will be given to the PBA President upon request. This roster shall list all full-time employees in the bargaining unit by title. Within thirty (30) days of the receipt of the roster the PBA will notify the County of any 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–K-9 Unit

The County shall establish a police K-9 unit as part of the Sheriff's Department. Individual County Patrol Officers may be assigned to the K-9 unit and be governed in part by policies and procedures specific to that unit as well as policies and procedures applicable to County Patrol Officers generally. With regard to the K-9 unit and Officers assigned to the same:

- (a) The Sheriff shall have the absolute discretion to select the dogs, and select and assign the officers who will serve as dog handlers in the K-9 unit from members of the County Sheriff's Office. Without limiting the absolute discretion of the Sheriff, volunteers will be solicited for assignment to the K-9 unit from active members of the PBA.
- (b) To be eligible to serve as a member of the K-9 unit, officers must meet and maintain the eligibility requirements, and abide by the rules and regulations set forth in the "County of Warren Sheriff's Department K-9 Unit Policies and Procedures Manual," including agreement in advance to serve as a member of the K-9 unit for a minimum period of four (4) years. Officers assigned to the K-9 unit shall remain eligible during this minimum period for promotions or changes in assignment, but the County may decline to consider such officers for promotion or change of assignment during this minimum period, except for promotions to Patrol Sergeant.
- (c) The Sheriff shall have the absolute discretion to relieve an officer from his or her duties as a police K-9 handler at any time, upon request from the officer, because the K-9 unit is disbanded, the size of the K-9 unit is reduced, or for any other reason in the best interests of the County Sheriff's Department, with or without "just cause".
- (d) During any period in which an officer is assigned to the K-9 unit, he or she will forfeit his or her rights to bid for permanent shift assignments under the terms of the contract, and the Sheriff shall have sole discretion to assign the dog handlers to a regular shift, may modify shift assignments of the dog handlers upon reasonable advance notice, and may rearrange work schedules of dog handlers within a declared work period.

- (e) When a dog handler completes his or her assignment in the K-9 unit, or is relieved from assignment to the K-9 unit, he or she will have his or her rights restored to bid for permanent shift assignment under the terms of the then-existing contract.
- (f) While an officer is assigned to the K-9 unit, he or she will be governed by and entitled to the following:
  - (i) Transportation time to and from a K-9 officer's residence shall be included within their regularly scheduled tour of duty and performed during regular tours of duty. K-9 officers' regularly scheduled tours of duty shall begin from when they leave their residences for regularly scheduled tours of duty, and shall end upon arrival at their residence following the completion of a regular tour of duty. The times set for "tours of duty" in the current contract and in any succeeding contract shall apply to K-9 officers, who shall be "in fact, ready for duty" when they leave their residences at the beginning of a tour of duty and until they return to their residences after a completion of a tour of duty. K-9 officers shall report-in by radio to the central dispatcher of the Sheriff's Department upon leaving their residence for a regularly scheduled shift of duty and report-out similarly upon arriving at their residence following a regularly scheduled shift of duty, and shall perform regular patrol duties within the County during transport to and from regular shifts of duty.
  - (ii) Officers assigned to the K-9 unit shall not train their assigned police dogs, wash or clean police cars, nor perform any other police-related activities with or concerning the police dogs on "off-duty" time without specific permission of the Sheriff.
  - (iii) Regular and required veterinary services for the police dogs shall be scheduled during normal shift tours to the extent practical, and officers assigned to the K-9 unit shall not obtain veterinary services for their assigned police dogs at times other than "on-duty" times without permission from a superior officer or in emergencies.
  - (iv) Officers assigned to the K-9 unit shall be responsible for all non-police related activities reasonably necessary for the care and maintenance of their assigned police dogs, such as feeding, exercising (including allowing the dog to relieve itself), grooming, washing, administering any required medication, and otherwise caring for their police dogs, and cleaning and maintaining the areas and equipment at which the police dogs are housed. All such activities shall be performed on "off-duty" time and no such activities shall be performed during "on-duty" time. Officers assigned to K-9 units shall be paid by the County for off-duty, non-police related activities at the higher of the Federal minimum wage rate or the New York State minimum wage rate (effective as of the signing of this Collective Bargaining Agreement), up to a maximum of seven (7) hours per week. The County, PBA, and each individual officer assigned to the K-9 unit specifically agree that seven (7) hours per week is a fair and reasonable estimate of the time realistically required to provide such care for the police dog.



- (v) Officers called in while off-duty shall be compensated at time and one-half.
- (vi) Except to the extent herein provided all salary wages and benefits shall be governed by the contract between the PBA and the County.
- (g) The following expenses associated with the K-9 unit shall be provided for by the County as follows:
  - (i) A marked police vehicle for transporting the police dog, which shall remain the property of the County.
  - (ii) Food, veterinary services, handler equipment, and services for the police dog.
  - (iii) Acquisition or purchase of the dog.
- (h) The officer assigned to the K-9 unit agrees to a four (4) year commitment.
- (i) The County and the PBA agree that the officers assigned to the K-9 unit shall be considered "on-duty" for the purposes of General Municipal Law Section 207-c, and the New York State Retirement System, with respect to disabilities occurring whenever an officer assigned to the K-9 unit is performing tasks necessary and reasonable for the training care, and maintenance of the police dogs, regardless of where or when these tasks are performed.
- (j) The County will defend and indemnify officers assigned to the K-9 unit for any injuries or damages caused by the police dogs which occur or are claimed to occur during the period in which such officers are assigned to the K-9 unit, regardless of where or when the injuries or damages occur.
- (k) All police dogs assigned to the K-9 unit shall be the property of the County. Upon the retirement of a police dog from the K-9 unit, the handler assigned such dog shall be offered the opportunity to purchase such dog from the County for the sum of \$1, and shall assume all liabilities previously incurred by the County in relation to the operation of the K-9 unit and ownership of the dog.
- (l) Nothing in this agreement shall be deemed to preclude the County from disbanding or curtailing the K-9 unit once it is formed.
- (m) A separate memo setting forth the provisions hereinabove of incorporating the same by reference shall be presented to the officer selected for participation in the K-9 Unit for execution for purposes of establishing that officer's agreement to the terms and provisions set forth hereinabove.

**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 - Field Recruit Training Officer**

Upon an employee completing the training and receiving the credentials as a Certified Field Training Officer, the County will pay such Certified Field Training Officer a daily stipend of \$50.00 provided such Certified Field Training Officer is assigned by the Sheriff to act as a Field Training Officer to participate in the daily training and observations of newly hired Patrol Officers, and the Certified Field Training Officer accepts such assignment. (This provision will be effective as of the signing of this Collective Bargaining Agreement)

**Article 19 - Affect 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 Police Benevolent Association. 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, 2020, and shall end on December 31, 2022.

**Article 20 - 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials this \_\_\_\_ day of April, 2023.

Approved as to Form:

Warren County Board of Supervisors

\_\_\_\_\_  
Larry Elmen  
Warren County Attorney

\_\_\_\_\_  
Kevin B. Geraghty  
Chairman of the Board

Warren County Police Benevolent  
Association

Warren County Sheriff's Office

\_\_\_\_\_  
Gregory T. Seeley  
President

\_\_\_\_\_  
James LaFarr  
Sheriff

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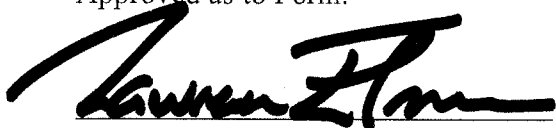
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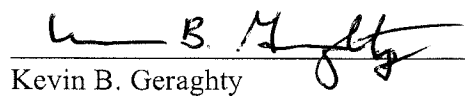
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Warren County Board of Supervisors



Larry Elmen  
Warren County Attorney



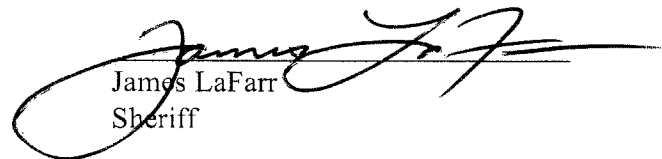
Kevin B. Geraghty  
Chairman of the Board

Warren County Police Benevolent Association

Warren County Sheriff's Office



Gregory T. Seeley  
President



James LaFarr  
Sheriff

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Schedule A  
Salary and Compensation Plan

**Patrol Officer**

	1st YEAR	2nd YEAR	3rd YEAR	5th YEAR	10th YEAR
2023	\$53,044	\$59,441	\$67,673	\$79,742	\$85,261
2024	\$54,556	\$61,135	\$69,602	\$82,015	\$87,691
2025	\$56,111	\$62,877	\$71,586	\$84,352	\$90,190

Investigator Differential – \$7,500 on base

Investigative Sergeant Differential - \$10,000 on base

Patrol Sergeant Differential – \$10,000 on base

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 (hereafter 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 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.

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 member 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 GML 207-c claim. The 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.

## **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 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 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 Sheriff's level 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 GLM 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 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 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, to, or subtract from provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised 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 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.

## **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 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 Glv1L 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 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 INSURANCE 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 rendering 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**

### Section 30

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 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 benefit days or shift differential, except as provided in Article 6, Section 3B(a) of the Collective Bargaining Agreement. 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 to the employee's leave accruals.

\*For example, if an employee is entitled to Section 207-c benefits from July 1, 2020 through December 31, 2020, any leave accruals that would be acquired on January 1, 2021 would be adjusted by 50%.

Warren County Sheriffs Office  
**General Municipal Law Section 207-c Application**

Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Name of Party  
Submitting Application \_\_\_\_\_ Date \_\_\_\_\_

I hereby apply for benefits under section 207-c of the General Municipal Law based on the following (complete section A or section B):

A. **Injury Sustained in the Performance of Duty.** (In the space provided or on additional sheets of necessary, set forth to the best of your ability information about the injury, including the date, time and place where the injury occurred; a brief description the nature and extent of the injury; the names and addresses of medical care providers, including hospitals and health centers, who may have treated you to date; and the name and rank of other members who may have witnessed the incident. Also attach any information relevant to the injury.)

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**OR**

B. **Illness as a Result of Performance of Duty.** (In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the illness, including the date, time and place where the illness occurred; a brief description of the nature and extent of the illness; and the names and addresses of medical care providers, including hospitals and health centers, who may have treated you to date. Also attach any information relevant to the illness.)

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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 \_\_\_\_\_

## Schedule "C"

Warren County Sheriff's Office

### **Drug and Alcohol Testing Policy and Procedures Warren County Police Benevolent Association, Inc. 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 Warren County Police Benevolent Association, Inc. 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 Warren County Police Benevolent Association, Inc. 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 Warren County Police Benevolent Association, Inc. 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 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, 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 Warren County Police Benevolent Association, Inc. 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 employees represented by the Warren County Police Benevolent Association, Inc.

## **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.

## **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 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 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.

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. Marihuana (THC Metabolites)
3. Cocaine and Metabolites
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

\*\* = Benzoylcegonine

### **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.

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.

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 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.

### **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 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.

## **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.

**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: \_\_\_\_\_

**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: \_\_\_\_\_

