

AGREEMENT

between

The Wyoming County Deputy Sheriffs Association

and

The County of Wyoming/Wyoming County Sheriff

January 1, 2023

to

December 31, 2025



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PREAMBLE

This is an AGREEMENT entered into the _____ day of _____, 2023 by and between the County of Wyoming (sometimes hereinafter referred to as the Employer) and the Sheriff of the County of Wyoming (sometimes hereinafter referred to as the Employer), and joint Employers, and the Wyoming County Deputy Sheriffs Association (sometimes hereinafter referred to as the Association).

Whereas, it is the purpose of the parties to promote harmonious and cooperative relationships between the Employers and their Employees, and to protect and serve the public by assuring, at all times, the efficient and uninterrupted operation of the Sheriff's Department, and

Whereas, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours, and other terms and conditions of employment, except as the Agreement may be amended from time-to-time during its term by manual written consent of the parties.

Therefore, it is mutually agreed as follows:

ARTICLE I: RECOGNITION

Section 1.1: The Employer recognizes the Wyoming County Deputy Sheriffs' Association (Association) as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment for all full-time employees in the following titles: Deputy Sheriff; Deputy Sheriff Sergeant; Deputy Sheriff Investigator; Deputy Sheriff Forensic Technician; Deputy Sheriff Captain. All other titles shall be excluded unless inclusion is mutually agreed to by the parties or by direction of the Public Employment Relations Board.

ARTICLE II: ASSOCIATION RIGHTS

Section 2.1: The Association shall have the sole and exclusive right, with respect to other employee organizations, to represent all employees in the bargaining unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulations, or statute, or under the terms and conditions of this Agreement, and to designate its own representatives and to appear before any appropriate official of the Employers to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the members wish to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employers or any of their agents. The Association shall have the sole and exclusive right, with respect to any other employee organizations, to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

Section 2.2: The Association shall have the sole and exclusive right, with respect to other employee organizations to payroll deductions of dues and Association-sponsored insurance premiums for employees covered under this Agreement. Such dues and premiums shall be remitted to the Association, and/or its designated agent, on a monthly basis. The Association agrees that the Employers assume no obligation, financial or otherwise, arising out of the provisions of this Section and that the Association shall indemnify the Employers and hold them harmless from any and all claims, demands, actions, proceedings, or any other form of liability which may arise out of or by reason of the deductions provided for it in this Section. The Association agrees that once the funds deducted are remitted to it, or to any payee designated by it, the disposition of said funds thereafter shall be the sole and exclusive responsibility of the Association.

Section 2.3: The Association shall have the right to post notices and communications on a bulletin board maintained on the premises and facilities of the Employer. The Association shall obtain the approval of the Personnel Officer of the County, or his designee, prior to posting notices or communications containing anything other than the agenda, time and place of the Association meetings or Association elections. Such approval shall not be unreasonably withheld.

Section 2.4: The Employers agree that Association Representatives may visit the Employers' facilities, with reasonable advance notice to the Sheriff, for purpose of administration of this Agreement. The Association agrees that such activity shall not interfere with the normal work duties of the employees. The Employers reserve the right to designate a meeting place or to provide a representative to accompany an Association representative where operational requirements do not permit unlimited access.

Section 2.5: Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of free time from their regular duties without loss of pay or leave benefits to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operation of government. Before engaging in such activity, the employee shall advise the Undersheriff or Sheriff of the need to conduct such business and the estimated length of time that the employee will be engaged in such an activity. The approval of the Undersheriff or Sheriff must be obtained before engaging in such activity; however, such approval shall not be unreasonably withheld. The employee shall report back to the Undersheriff or Sheriff upon the completion of such grievance adjusting or contract administration activity.

Section 2.6: The Employer agrees to provide to the Association a list of all bargaining unit employees containing information including each employee's name, social security number, job classification and date of hire. Additionally, the Employer will provide a similar list each year thereafter and will advise the Association on a quarterly basis of any employees who have been hired or whose employment has terminated.

Section 2.7: The Employer shall deduct regular membership dues or an amount equivalent to membership dues from the wages of all full-time employees. The deductions called for under this section shall be in an amount equal to association membership dues for non-association members and shall be association dues for association members.

ARTICLE III: MANAGEMENT RIGHTS

Section 3.1: The Employers retain the sole and exclusive right to manage their business and services and to direct the working force, including the right to decide the number and location of their business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in conducting their business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of the business or in supplying their services; to determine whether and to what extent the work required in operating of their business and supplying their services shall be performed by employees covered by the Agreement; to maintain order and efficiency in their operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote, demote and determine the qualifications of employees; to determine the schedule of the Department and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations

governing the exercise of these rights as are expressly provided in this Agreement, or provided by law. The Association agrees that the Employer has the right to make decisions unilaterally regarding whether work will be performed or services will be provided by employees covered by this Agreement, and that the Employers are not required to bargain regarding issues such as subcontracting or other changes in the nature, scope or means of conducting their operations. In return, the Employers agree that they will bargain with the Association upon request, regarding the effects of such a decision if the decision results in the layoff or reduction of hours of bargaining unit employees.

Section 3.2: The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong and are inherent to the Employer. Any and all rights, powers, and authorities which the Employers had prior to entering into this Agreement are retained by them except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE IV: STRIKES AND LOCKOUTS

Section 4.1: The Association and the employees covered by this Agreement recognize and agree that the rendering of services to the public cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued during the terms of the Agreement, and that to do so would endanger the public health, safety and welfare.

Section 4.2: Neither the Association, its agents or any employee covered by this Agreement shall, for any reason, cause, authorize, instigate, encourage, condone or participate in any strike, slowdown or work stoppage, including the refusal to perform due to the existence of a labor dispute or picketing at any location or work site of any Employer, or any other interference with or abstinence, in all or in part, from the full, faithful and proper performance of the duties of employment during the term of this Agreement, in the event that such activity does occur, the Association shall exert its best efforts to prevent and terminate the same.

Section 4.3: The Employers agree that they will not engage in any lockout of employees during the term of this Agreement.

ARTICLE V: GRIEVANCE PROCEDURE

Section 5.1: A grievance shall be defined as a dispute between an employee and the Employer regarding the meaning, interpretation or application of the express provisions of this Agreement or any rule or regulation of the Sheriff's Department which affects terms or conditions of employment of employees covered by this Agreement. In the interest of harmonious and efficient employment relationships, the parties encourage employees and their supervisors to attempt to informally resolve potential grievances before resorting to the procedure described below. Notwithstanding the language of Section 5.1 as it relates to resolving a grievance informally, the employee shall not be barred from filing and resolving any grievance in accordance with this formal procedure contained in this Article V because of his or her failure to attempt to resolve the grievance on an informal basis.

Section 5.2: A grievance shall not be entertained or processed unless presented within the time limits set forth below and in accordance with the grievance form which is attached hereto and made a part of this Agreement. If the Employer does not answer within a specified time limit, the grievance is deemed denied at that step, and the grievant may proceed to the next step of the procedure. (The time within which a grievant may proceed to the next step in such a case shall be measured from the last day on which the Employers' answer was due.) The term "business day" shall not include weekends or holidays for purposes of computing time limits pursuant to this article.

Section 5.3: The following procedure shall be the sole and exclusive method of resolving disputes between the parties, including disputes involving any form of discipline:

Step 1- If a dispute is not resolved informally, the employee may, with assistance from his Association Steward, within ten (10) business days from the date of the occurrence giving rise to the grievance, or the time such occurrence should reasonably have been known to the employee or the Association, file a grievance by submitting it in writing to the Undersheriff or his designee. The writing shall state the nature of the grievance, the relevant facts, and the remedy desired. The Undersheriff shall give his answer to the Grievant and his Steward in writing within five (5) business days.

Step 2- If the grievance is not resolved in Step 1, the grievant may, within five (5) business days of receipt by him or his Association Steward of Step 1 answer, submit the grievance in writing to the Sheriff of his designee. At the request of either party, a meeting to discuss the grievance may be held. Such a meeting may involve the grievant, the grievant's Association Steward or Representative, the Sheriff and, at the Sheriffs request, the Undersheriff and/or the grievant's Supervisor. The Sheriff shall give his answer in writing to the employee and his Association Steward or Representative within five (5) business days after the Step 2 filing or the Step 2 meeting, whichever occurs later.

Step 3- If the grievance is not resolved in Step 2, the grievant may, within five (5) business days of the Sheriffs answer, submit the grievance to the Director of Human Resources in Writing ten (10) business days thereafter, the Director of Human Resources may, at the request of either party or of his own accord, convene a meeting to discuss the grievance. Such a meeting may involve the grievant, the Association Representative, the Sheriff, and such other persons as the Director of Human Resources directs. The Director of Human Resources shall give his answer to the grievant and the Association Representative in writing within ten (10) business days after the Step 3 filing or the Step 3 meeting, whichever occurs later.

Step 4- If the grievance is not resolved in Step 3, either the Association or the Employers may submit the dispute to binding arbitration by giving written notice to the other parties within ten (10) business days after the completion of Step 3. Within five (5) business days of such written notice, the parties shall meet to agree upon a mutually acceptable

Arbitrator. If the parties are unable to agree upon an Arbitrator to serve, within ten (10) Business days thereafter, a request for a panel of seven (7) Arbitrators may be made to the New York State Public Employment Relations Board by either party, from which the Association and the Employers shall alternately cross off one name until one name remains, and such person shall be the Arbitrator. Either party may reject a PERB panel of arbitrators and request a new panel on one occasion. The Arbitrator shall have the jurisdiction only over disputes arising out of grievances as defined in this Article and discipline and discharge matters and he shall have no power to add to, subtract from, or modify in any way any of the terms in this Agreement. Each arbitration hearing shall deal with not more than one grievance, unless the parties mutually agree otherwise in writing. The fees and expenses of the Arbitrator shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding with regard to issues of discipline and discharge as well as on all other issues involving grievances.

Section 5.4: An employee covered by this Agreement who has successfully completed his/her probationary period shall not be subjected to disciplinary action without just cause. The disciplinary procedures herein shall be used in lieu of the procedures of Sections 75, 76 and 77 of the Civil Service Law. Time limits contained herein may be waived only by mutual, written agreement of the parties. No disciplinary action shall be commenced by the employer more than 12 months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

If an employee is to be interviewed relative to a matter which may result in disciplinary action, the employee shall be notified that he/she is entitled to have a union representative or attorney of his/her choosing present during the interview. The employee shall be entitled to a reasonable period of time to obtain a union representative or attorney.

In the event that the employee's continued presence on duty would impair the operation of the Sheriff's Office, the Sheriff may suspend the employee prior to service of a Notice of Disciplinary Action (Notice) for a period not to exceed thirty (30) days. If discipline is not sustained against the employee, he/she shall be made whole for any losses suffered as a result of the suspension.

Disciplinary actions may consist of written reprimand, suspension for a period not to exceed sixty days, loss of leave credits, demotion or discharge. A Notice shall be served upon the employee by personal service or by registered or certified mail. A copy of the Notice shall be simultaneously provided to the Association president.

The specific act(s) for which discipline is being imposed and the penalty shall be specified in the Notice. The Notice shall include references to dates, times and places to the extent practicable. No later than five days before the departmental hearing or arbitration hearing, the employee shall be entitled to copies of his/her own statements, all statements of witnesses and physical evidence gathered during the disciplinary investigation.

The employee shall have the right to use the grievance procedure provided for in this Agreement with the following modifications:

1. The employee may choose to bypass any or all of the first two steps of the grievance procedure. If the employee bypasses the first two steps of the grievance procedure, the employee must submit his/her grievance regarding the discipline to the Director of Human Resources by filing the written grievance within five (5) business days of receiving the Notice of Discipline. Within five (5) business days thereafter, the Director of Human Resources may, at the request of either party or of his own accord, convene a meeting to discuss the grievance. Such a meeting may involve the grievant, the Association Representative, the Sheriff, and such other persons as the Director of Human Resources directs. The Director of Human Resources shall give his answer to the grievant and the Association Representative in writing within five (5) business days of the filing of the grievance or the meeting, whichever occurs later.
2. As a final resolution, the employee may choose to submit the matter to arbitration in accordance with the grievance procedure, or to a departmental hearing panel in accordance with this section. The employee must make a written irrevocable election between these options within ten (10) business days of receiving the Notice of Discipline. The decision of the hearing panel or arbitrator shall be final and binding on the parties, and the employee shall not be entitled to any further appeals under the collective bargaining agreement. In either case, the burden of proof shall be on the Sheriff.

Departmental hearing panels shall be selected as follows:

- The employee or his designee shall randomly select the names of seven department members of equal or higher pay grade, excluding the Sheriff and Undersheriff. In the event that there are not at least seven department members of equal or higher pay grade, all employees in the next lower pay grade shall be included. Additional pay grades will be included until there are at least seven names. At least one member of the hearing panel shall be in a pay grade equal to or higher than the charged employee.
- When the list of seven names is compiled, the Sheriff and the employee (or their designees) shall alternately strike names from the list until three names remain. The members whose names remain shall serve as the hearing panel. Prior to opening of the hearing, the members of the panel shall meet independently to select one member as presiding officer. The hearing panel shall submit a written decision simultaneously to the Sheriff, the employee and the Union within 30 days of the conclusion of the hearing. The written decision must include a finding on each act specified in the Notice. At least two members of the panel must vote guilty in order to sustain an allegation. The panel may amend the penalty to a lesser penalty than was imposed by the Sheriff.

- Nothing contained herein shall limit an employee's right to informally resolve a disciplinary matter, and an employee may waive his/her rights under this section. Any settlement agreement shall be in writing, with copies provided to the employee and to the Union president.

Section 5.5: A grievance which affects a substantial number or class of employees, or which the Employers' representatives designated in Step 1 lacks authority to settle, may initially be presented at Step 2 within the time limits set forth in Step 1. Such a grievance shall be reduced to writing and signed and dated by a grievant and the Association President. The writings shall, in addition to the items set forth in Step 1, include a specific description of the class or group of employees affected by the grievance. It is understood that grievances filed pursuant to this Section will be processed only if the facts with respect to all employees alleged to be aggrieved are substantially the same and the issue or issues raised by the grievance are the same to all employees involved.

ARTICLE VI: PROBATION

Section 6.1: An employee shall be considered a probationary employee for a period of six (6) months (or a full-time equivalent thereof) from the last date of hire. If the employee, however, has not completed his or her training within the first six (6) months of employment, but successfully completes six (6) months of employment with the Department, the Employers shall thereafter only remove the employee for failing to pass the required courses or for just cause as provided under Section 6.2 of this Article VI. Where possible without the Employers incurring additional expense, an employee will be provided the opportunity to complete such training within one (1) year. The probationary period shall be extended by the amount of any time lost due to layoff or other unpaid absence or workers' compensation leaves.

Section 6.2: Upon successful completion of probation, an employee may be disciplined or discharged only for just cause.

Section 6.3: An employee who assumes a new job title shall serve a probationary period of six (6) months in the new job title (plus any time lost due to layoff or other unpaid absence or worker's compensation leaves) or until the employee has successfully completed the qualifying training required for the job title if such training has not been completed within the six (6) month period. If the employee's performance during such probationary period is unsatisfactory, he may be returned to his former status.

Section 6.4: An employee who is hired into a full-time position from a part time position within the Sheriff's Department shall be subject to a 6 month probationary period in their full time position.

ARTICLE V11: SENIORITY

Section 7.1: Departmental seniority shall be defined as the length of continuous, full-time service within the Sheriff's Department since the employee's date of hire, less any adjustments due to layoff, or to leaves of absence or other absences from duty of six (6) months or more. Job title seniority shall be defined as the length of continuous, full-time service within a job title since the employee's date of appointment to that job title, less any adjustments due to layoff, or to leaves of absence or other absences from duty of six (6) months or more. Continuous service shall be defined as the last period during which an employee has continually had seniority. Application of seniority is limited to those specific Articles and Sections of this Agreement in which its application is referenced. The relative seniority of two or more employees hired or appointed on the same date shall be in the order of their hiring or appointment by the hiring or appointing officer.

Section 7.2: An employee shall lose his or her seniority only upon the following:

1. Resignation;
2. Discharge;
3. Retirement;
4. Failure to return from recall to employment within ten (10) working days after mailing of a letter of recall by certified mail, return receipt requested to the employee's last known address;
5. Failure to report to work on the next scheduled shift after the termination of an authorized leave of absence, unless otherwise agreed by the Sheriff;
6. Layoff for a period exceeding two years;
7. Taking gainful employment while on voluntary leave of absence, which employment is inconsistent with the basis upon which leave was granted.
8. Any employee covered under the provisions of this agreement who applies for and is granted a leave of absence without pay in accordance with the provisions of Article IV lasting 30 calendar days or longer, upon their return to work shall have their seniority dates adjusted by the number of calendar days of such leave of absence.

ARTICLE VIII: LAYOFF DISPLACEMENT AND RECALL

Section 8.1: In the event of a layoff, employees shall be laid off on a basis of job title seniority, as defined in Section 7.1. The employee with the least seniority in each affected job title shall be the first to be laid off. If additional layoffs within a job title are necessary, such layoffs shall occur in accordance with an ascending order of job title seniority until the total number of employees required to decrease the workforce is established.

Section 8.2: Any employee who is laid off may, by written notice to the Sheriff within five (5) working days after notice of layoff, displace the employee with the least departmental seniority in a lower job title in which the laid off employee has previously served, or which is in direct line of promotion, provided the laid off employee:

- a. is qualified to serve in the job title (or can reasonably be expected to re-qualify within a reasonable period of time) and is legally able to perform in the title pending such qualification. If such an employee cannot legally perform in a title which he previously served, the employee shall be laid off. However, the employee shall be allowed to exercise his right to be recalled; provided he still has seniority, if he requalifies while on layoff, by giving the Sheriff ten (10) business days written notice that he or she wishes to be recalled. The Employers agree to sponsor the laid off employee for any training necessary to re-qualify but not to pay for the cost of any training required;
- b. has the ability to perform the duties involved; and
- c. has greater departmental seniority than the employee that he is displacing.

Section 8.3: Recall shall be in the inverse order of layoff. An employee shall be notified of his or her recall by certified mail, return receipt requested, at his or her last known address.

Section 8.4: All temporary, casual, irregular, and part-time employees within a job title shall be laid off prior to the layoff of any full-time employee within the job title. It is recognized, however, that even in a time of layoff, the Department may require the services of some non-fulltime employees. In such event, a laid off full-time employee shall have the right to occupy, if he desires, any non-full-time positions (up to forty (40) hours per week) subject to the qualification and ability language of Section 8.2 of this Article.

ARTICLE IX: LEAVES WITHOUT PAY

Section 9.1: The Sheriff may, in his discretion, grant leaves of absence without pay for periods not exceeding one (1) year. The Sheriff shall not unreasonably withhold his approval of a request to leave under this Article. (It is understood that denial of such a request for any legitimate business reason is not unreasonable.)

Section 9.2 A physician's statement as to the fitness of an employee for the performance of his duties may be required prior to the granting of leave, if the leave is for reasons related to the employee's health, and may be required prior to the employee's return to duty regardless of the reason for leave. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

Section 9.3: An employee on leave of absence may be allowed to reduce the period of leave without pay by the use of any accumulated personal leave or vacation leave. Additionally, in cases of leave due to illness or injury of the employee, the employee may be allowed to use accumulated sick leave to reduce the period of unpaid leave during the days when the employee is ill or injured.

Section 9.4: While on unpaid leaves of absence, an employee shall not earn or accrue benefits. An employee may, however, at his/her option, continue coverage in the group health insurance programs described in the Agreement, if permitted by the insurance carrier, by paying the applicable premiums for the coverage he/she desires.

Section 9.5: An employee returning from a leave of absence shall give written notice to the sheriff at least two (2), but not more than four (4) weeks before his/her return. An employee who returns from a leave of absence and has complied with the provisions of this Article, shall be returned to his or her former title unless there has been a layoff or elimination of the employee's position and such employee is unable to displace another employee in the title and/or shift from which he or she is being laid off.

ARTICLE X: ASSOCIATION LEAVE

Section 10.1: The Employers agree to grant a total of eight (8) work days per year without loss of pay or leave benefits to the President of the Association or his designee for the purpose of attending conventions, workshops and/or other meetings of the Association or its affiliates. The Association agrees to provide the Sheriff with at least two (2) weeks' notice prior to the date that the President or his designee will use a day(s) of the paid leave provided herein. Expenses incurred by the employee while attending one or more of the aforementioned events shall be the responsibility of the employee. If the employee needs additional days off, the employee shall have the right to use accumulated personal and/or vacation leave.

ARTICLE XI: COMPENSATION

Section 11.1: Each employee covered under this Agreement shall be paid in accordance with the wage and salary schedules attached hereto as Appendix A-1 (effective January 1, 2023); Appendix A-2 (effective January 1, 2024); Appendix A-3 (effective January 1, 2024).

Section 11.2: Where an employee is entitled to shift differential, such differential shall be included in the employee's pay when the employee is using time off in accordance with the Agreement. When an employee is receiving shift differential and is requested to work the day shift on a

Temporary basis, the employee shall continue to receive the differential for a period not to exceed ten (10) days.

Section 1 1.3: All employees covered by this Agreement shall be paid biweekly. All deductions shall be updated for each pay period on the employee's paycheck stubs, or in other written form.

Section 1 1.4: Subject to 11.6 an employee shall become eligible for a step increment on January 1 of each year, if such employee has been continuously employed by the County since prior to January 1, 1971. An employee hired, or rehired after loss of seniority, on or after January 1, 1971 shall become eligible for such increment upon his anniversary date of hire.

Section 11.5: If an employee is appointed or promoted to a position of higher grade, he shall receive an increase in salary; upon such appointment or promotion, which is equivalent to the full increment payable in the position to which he is appointed or promoted, or shall be paid the minimum salary of the grade of the position to which he is appointed or promoted, whichever results in the higher annual salary, but shall not be eligible for additional annual increments until promotional anniversaries.

Section 1 1.6: Annual salary increments are established to provide orderly salary administration. An employee otherwise eligible for a step increment under 12.4 shall receive such increment unless such employee's work has been unsatisfactory during the most recent preceding period required for eligibility, in the opinion of the employee's Department Head. If an employee is due an increment, the pay change will become effective on the beginning of the pay period which commences nearest to the increment date. Any employee who receives an unsatisfactory evaluation and is denied an increment shall be allowed to seek redress in accordance of Article V of this Agreement. If an employee does not seek redress of a denial of an increment or if an arbitrator upholds the denial of an increment, an employee's work will be reviewed at least once near the midpoint of the employee's current eligibility period by his Department Head or other designated Employers representative or within a reasonable period from the date of occurrence of the problem and shall be specifically and conscientiously rated and advised upon any deficiencies in all aspects of the job which have an effect on the employee's work record and receipt of the next increment. The employee shall be given an opportunity to demonstrate improved performance and if denied an increment, shall be provided with the reasons for such denial in writing upon request.

Section 11.7: Any employee required to work in a higher bargaining unit classification shall be compensated at the rate of one (1) hour's pay for all hours worked in such higher classification after three (3) full consecutive regularly scheduled days, for each occurrence not retroactive to the first day in the first instance in the calendar year.

Notwithstanding any other provision of this Agreement, an employee who is designated as officer in charge (OIC) for four hours or more shall be entitled to OIC pay. OIC pay shall be paid at the sergeant's rate, at the same step as the employee receiving the OIC pay as follows: Assignments of at least four but fewer than eight hours, $\frac{1}{2}$ hour of sergeant's pay; assignments of 8 hours or more, one hour of sergeant's pay. Such payments shall be in addition to the employee's regular earnings.

Section 11.8: Employees of the Sheriff's Department shall be reimbursed for all reasonable and necessary expenses including meals and lodging when such employee is on approved business of the Sheriff's Department outside Wyoming County.

Section 11.9: Shift Differential

Any employee in the Sheriff's Department who works a 3:00 PM to 11 PM shift shall receive a shift differential of seventy-five cents (\$.75) per hour and any employee who works a 11:00 PM to 7:00 AM shift shall receive a shift differential of one dollar (\$1.00) per hour for all such hours worked. Bargaining unit members assigned to the Courthouse shall cease to be assigned a take-home vehicle. Such members will be paid shift differential for all hours worked at the rate paid to those employees working the 11 PM to 7:00 AM shift. All other bargaining unit members shall retain their vehicles and shall be paid shift differential only in accordance with the paragraph above.

Section 11.9.1: Military Service Bonus

Employees shall receive a military service bonus of \$200.00 payable in the last paycheck of each year for service in the Armed Forces of the United State of America. Record of said service shall be on file with the County of Wyoming. An employee must be currently enrolled or have been honorably discharged from military service to qualify for this bonus.

Section 11.10: Education Bonus

Employees will receive an educational bonus (not accumulative) payable in the last paycheck of each year for the highest degree held as set forth by the table:

| <u>Degree Held</u> | <u>Amount Payable</u> |
|--------------------|-----------------------|
| Associate's | \$200 |
| Bachelor's | \$400 |
| Master's | \$500 |

The annual bonus for the associate's degree is payable only to employees hired prior to 1/1/91. Notwithstanding the foregoing, effective 1/1/2013 the annual bonus for the associate's degree shall be payable to all qualified employees, regardless of when hired. The employee shall provide the employer with proof of the highest degree obtained.

Section 11.11: Tuition Reimbursement

Employees who enroll in an accredited degree granting institution to pursue a work-related degree or who enroll to take specific work-related courses shall be reimbursed for 50% of the tuition and fees only. Such reimbursement is limited to an annual maximum of \$2500. It is the employee's responsibility to obtain proper approval for the courses of study and the Employer will not unreasonably withhold such approval. To qualify for the reimbursement the employee must have obtained a grade of B or higher.

Section 11.12: On-Call Pay

Employees who are designated as "on call" by the Sheriff; shall receive On-Call Pay equal to \$0.50 per hour for all hours on call.

ARTICLE XII: WORK DAY/WORK WEEK/OVERTIME

Section 12.1: The normal work week shall consist of forty (40) hours per week for full time employees of the Sheriff's Department.

Section 12.2:

- a. All employees in the Bargaining Unit, including Investigators, shall be compensated at the rate of time and one half (1-1/2) their regular hourly rate for each hour or part thereof worked over forty (40) hours per week or, with the Employers' approval, shall receive paid compensatory time off at time and one half (1-1/2) for each hour or part thereof worked over forty (40) hours per week. The maximum hours of compensatory time which may be accrued by an employee for use shall be governed by the Fair Labor Standards Act as amended. The total amount of compensatory time that any employee covered under the terms of this agreement may accumulate shall be 480 hours. All overtime hours worked above the maximum accumulations allowed by the aforementioned law shall be paid in accordance with guidelines for overtime as set forth in this Subdivision (a).
- b. Overtime will be offered to regular full-time employees prior to offering it to part-time employees or employees outside the Bargaining Unit. Any opening which arises within 48 hours of the work schedule which is to be manned will first be offered as overtime to full-time employees and then such work will be offered to part-time employees.
- c. Hours normally worked will not be altered to avoid payment of overtime. Notwithstanding any other provision of this agreement, when an employee is requested to work two (2) consecutive shifts, such employee shall, for the second shift, be compensated at time and one half (1-1/2) his/her hourly rate or compensatory time off at time and one half (1-1/2), at the employee's discretion. The employee shall be granted such time or compensation within thirty (30) days.
- d. Holidays and vacation shall be counted as days worked in the computation of overtime.
- e. An employee who is called to work outside his/her normal working hours shall be guaranteed a minimum of two (2) hours pay. This section does not apply for early call out of fewer than four (4) hours before the start of the regular shift, or work after the regular shift which is continuous with the shift.
- f. An employee covered under the provisions of this agreement who is mandated during a work week where the employee has an approved personal leave day and/or approved sick day shall be compensated at time and one half (1-1/2) his/her hourly rate for all mandated hours worked.

ARTICLE XIII: PAID LEAVE

Section 13.1: Holidays

Employees shall receive the following ten (10) paid holidays per year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, & One (1) Floating Holiday. Any such holidays falling on a Sunday shall be observed on the following Monday. Any such holiday falling on a Saturday shall be observed on the preceding Friday. Staggered shift workers, or those who must work on the holiday, shall be given a compensatory day, or shall be paid for such day, at the election of the Employees. Holiday pay shall be for all employees who work the majority of their shift on the Holiday.

Section 13.2: Holidays

Employees hired on or after 1/1/91 shall be entitled to six (6) holidays in their first year of employment; seven (7) in their second year of employment; eight (8) holidays in their third year of employment and nine (9) holidays in their fourth and subsequent years.

Section 13.3: Sick Leave

All employees who have completed their probationary period shall be allowed to accumulate sick leave at the rate of one (1) day per month from his or her original date of hire, to a total of one hundred seventy-five (175) days. Any employee requesting sick leave during three (3) or more consecutive days shall be required to supply a statement for a physician licensed under Article 131 of the Education Law. Sick leave shall be defined as absence for reasons of illness or injury, or dental or medical appointment of the employee, their spouse, or their children. Other than cases of emergency, sick leave shall be granted by prior arrangement with the Sheriff or his designee. When an employee is entitled to workers' compensation insurance for any period during which the employee is covered by sick leave and elects to use sick leave, the employee shall be re-credited with accrued sick leave in an amount proportionate to the value of any worker's compensation payments received and retained by the Employers. An employee forfeits accrual sick days for any month during which there have been two (2) or more unexcused absences. An unexcused absence shall be defined as failure to report for work as assigned. Bargaining Unit employees who do not use sick leave during the period from January 1 through December 31 in any year shall be credited with an additional day of vacation for use in the fiscal year following the fiscal year in which the employee does not use sick leave.

Section 13.4: Sick Leave

Employees hired on or after 1/1/91 shall be entitled to 5/6 of a sick day per month in the first three years of employment. Beginning in the fourth year and all subsequent years of employment such employees shall receive 6/6 of a day per month.

Section 13.4.1: Accumulated Sick & Vacation Leave Upon Retirement:

Retiree may, at his or her option, purchase health insurance in a Wyoming County Retiree Health Plan. Upon retirement, the retiree shall receive credit for unused sick and vacation time. The amount of the credit shall be calculated by multiplying the number of unused hours of sick and vacation

leave by the hourly rate in effect for the employee individual retiree at the time of retirement. This amount may be applied to the retiree's health care coverage. The employee retiree may designate up to 100% of said amount to the whole annual premium cost and deductible / co-insurance until said credit is depleted. A Health Savings Account may be set up to fund the deductible / co-insurance from the said amount above. The health insurance credit referred to herein shall terminate upon the death of the individual retiree and any remaining credit shall be forfeited. This credit may only be applied to health insurance payments. No cash payment will be made to the retiree.

Section 13.5: Sick Leave Bank

- a. Each newly hired employee covered under this contract shall contribute one (1) day of that employee's accumulated sick leave to the sick leave bank. The County shall match the amount contributed by the employees.
- b. Additionally, each employee may be required to contribute another one (1) sick leave day to the bank. The decision on whether or not said contribution is needed shall be vested with the Association Committee.
- c. An employee may borrow from the bank after having exhausted all other accruals (sick leave, vacation, etc.). No employee shall be allowed to borrow more than twice the amount of his accumulated sick leave that he had prior to his illness.
- d. The Chairman of the Board of Supervisors or his designee and the President of the Wyoming County Deputy Sheriffs Association, shall approve all applications to the bank.
- e. The bank shall be administered by the County and periodic reports covering its functioning shall be issued to each party.
- f. When an employee who has borrowed from the bank returns to work, he shall repay the bank at the rate of one-half of the amount of sick leave he earns, until the total amount borrowed is repaid. If an employee resigns or otherwise terminates or is terminated from employment, or dies, before having repaid the amount borrowed, the monetary value of the amount owed to the bank shall be deducted from any accumulated compensatory time, vacation leave, holiday time, or other such benefit to which the employee, or his/her estate, may be entitled.
- g. After approval as herein above provided, an employee may use such bank days as they occur, not to exceed allowable sick bank days.
- h. No sick leave which has been contributed to the bank shall be considered unused sick leave for purposes of computing service credit upon retirement.
- i. Employees may not borrow sick leave for use during absence due to an illness or injury arising out of and in the course of employment

Section 13.6: Bereavement Leave

Bereavement Leave not exceeding three (3) days per death shall be granted to an employee on account of the death of a parent, spouse, child of an employee, brother, sister, spouse's parents, employee's grandparents, daughter-in-law, son-in-law, brother-in-law, or sister-in-law. Such leave shall be deducted from the employee's accumulated sick days or personal days. When an employee does not have personal leave or sick days, they shall be allowed to charge vacation leave.

Section 13.7: Personal Leave

All employees of the Employers covered hereunder shall receive four (4) personal leave days per year. All employees hired after 1/1/91 shall be entitled to three (3) personal leave days for the first three years of employment. Beginning in the fourth year of employment, and all subsequent years, such employees shall be entitled to four (4) personal leave days. No such personal leave shall be taken on a holiday or on a day before or on a day after a holiday or vacation day without prior consent of the employee's Department Head. To be eligible for compensation under this Section, an employee must give at least forty-eight (48) hours notification of intent to use a personal leave day, unless due to the emergency nature of the reason for leave, it is impossible to give such notice. In any event, an employee must so notify his/her Department Head at least one (1) hour before his/her scheduled starting time.

Section 13.8: Vacation

- a. A basic vacation shall be allowed to each bargaining unit employee who has completed twelve (12) months of continuous service from his or her original date of hire, consisting of one (1) day per month. All employees hired on or after 1/1/91 shall accrue vacation in the second and third years of employment at the rate of 5/6 of a day per month in the second and third years of employment and 6/6 in the fourth and subsequent years of employment and be entitled to the same vacation privileges as employees hired prior to 1/1/91. An employee shall take his/her vacation at a time mutually agreed with the Sheriff or his designated representative. An employee shall request a time for vacation at least one (1) month in advance, and shall be advised no later than two (2) weeks thereafter whether the requested time is approved or not approved. Where optimum performance of services and efficient operation will not be adversely affected, eligible employees shall be allowed to take two (2) weeks' vacation in succession. Where the Employers determine that employees are required on the job, priority among competing requests for vacation shall be made on the basis of seniority.
- b. Eligible bargaining unit employees shall also be allowed a seniority vacation leave in accordance with the following schedule:

| | |
|-----------------------------|------------------------------------|
| Continuous Years of Service | Days in Addition to Basic Vacation |
| 10 Years | 5 Working Days |
| 15 Years | 10 Working Days |

Seniority vacation, where applicable, shall be taken under the same terms and conditions as basic vacation

- c. An employee who resigns or otherwise terminates his/her employment with the Employers, except due to dismissal for just cause, shall be entitled to the monetary value of accumulated and unused vacation time standing to his credit at the time of his separation from employment. In case of death in service, the same shall be paid to the legal representative of his/her estate or to his/her beneficiaries, as permitted by law.
- d. The maximum amount of vacation which Can be accumulated is fifty (50) days pursuant to Subsection (a) above plus five (5) days, in the case of ten (10) to fifteen (15) year employees, or ten (10) days in case of an employee with fifteen (15) or more years of service, pursuant to Subsection (b) above.
- e. Upon agreement between an employee and the Sheriff or designee, an employee shall be permitted to receive vacation pay without taking the vacation for which he/she is eligible.
- f. Notwithstanding the foregoing, no vacation leave shall be allowed to any employee until he/she has completed twelve (12) months of continuous employment.

ARTICLE XIV: LONGEVITY

Section 14.1: Longevity

Commencing January 1, 2017, the Employers agree to award a longevity pay increase all qualified employees. Said increments to be awarded for increased skills and ability acquired by length of time in County Service in addition to scheduled increments and other special salary raises, if any, according to the following schedule:

10 Years of Service (Step 8) \$0.63 per hour added to highest step achieved in the WCDSA wage schedule.

15 Years of Service (Step 9) additional \$0.63 per hour added to highest step achieved in the WCDSA wage schedule in addition to the \$0.63 gained in step 8 (for a total of \$1.26 per hour in addition to highest step achieved in the WCDSA wage schedule).

20 Years of Service (Step 10) additional \$0.63 per hour added to the highest step achieved in the WCDSA wage schedule in addition to the \$0.63 gained in step 8 and the \$0.63 gained in step 9 (for a total of \$1.89 per hour in addition to highest step achieved in the WCDSA wage schedule)

25 Years of Service (Step 10) additional \$0.63 per hour added to the highest step achieved in the WCDSA wage schedule in addition to the \$0.63 gained in step 8 and the \$0.63 gained in step 9 (for a total of \$2.52 per hour in addition to highest step achieved in the WCDSA wage schedule)

The employee shall advance normally through step Cadet through step 7 in the WCDSA wage schedule and shall be awarded the longevity pay increase upon completing the necessary years of service.

Said increment shall be awarded to qualified employees commencing with the first pay period following qualification. Consecutive service shall mean continuous and uninterrupted employment for the County of Wyoming, except that no person shall be disqualified by absences which were bona fide sick leave, military leave, sabbatical leave, or leave of absence granted by the appropriate Department Head. An employee shall be qualified for the increment herein granted in the calendar year in which his/her employment reached the necessary span of years to qualify.

ARTICLE XV: MILEAGE REIMBURSEMENTS

Section 15.1: The Employers shall reimburse employees for mileage, when entitled thereto, at a rate authorized as a deduction for business mileage by the Internal Revenue Service. Any change in the rate of mileage reimbursement will be effective either on the announcement date of retroactive change by the Internal Revenue Service or on the effective date of any prospectively announced change by the Internal Revenue Service, whichever is later.

ARTICLE XVI: INSURANCE AND PENSIONS

Section 16.1: The Employers agree to pay for the cost of single or family health insurance coverage for participating bargaining unit employees. Any participating bargaining unit employee may elect coverage under the Blue Cross / Blue Shield 8000 Plan. For those employees selecting the Blue Cross / Blue Shield 8000 Plan the employer shall assume the full amount of the deductible provided for in such plan by establishing a Health Reimbursement Account ("HRA") for the full amount of any deductible provided for in the Blue Cross / Blue Shield 8000 Plan. The HRA so established can only be utilized for the purpose of defraying deductible expenses for medical care and related services covered by Blue Cross / Blue Shield 8000 Plan. Any balance in an employee's HRA which is unused as the end of a calendar year is forfeited.

Section 16.2: All employees covered under the provisions of this Agreement eligible to receive employer contributions toward employee health care hired after the effective date of this Agreement (01/01/20) shall contribute 10% of the premium cost of the selected plan – single or family on an annual basis, beginning in 2020 employee benefit year where applicable.

All employees covered under the provisions of this Agreement eligible to receive employer contributions toward employee health care hired after the effective date of this Agreement (03/01/2023) shall contribute

15 % of the premium cost of the selected plan – single or family on an annual basis, beginning in 2023 employee benefit year where applicable.

Section 16.3: The Employer will maintain the current retirement benefits now provided which include the Section 75-g Career Retirement plan, for eligible employees, and two (2) riders to the retirement program now available under New York State Retirement System, consisting of: (1) increased service credit for unused accrued sick leave upon retirement, and (2) a guaranteed minimum death benefit of three (3) times an employee's annual rate of pay, not to exceed any statutory maximum; and the Section 89-a Optional Retirement Plan for Sheriffs, Undersheriffs and Regular Deputies), as presently constituted, for employees already covered thereby and for any employee who becomes eligible in the future and properly elects such coverage. Eligible employees shall receive the benefits of Section 89-p of the Retirement and Social Security Law (25-year, half-pay plan) provided that the employee properly elects such coverage. Effective no later than December 31, 2001, eligible employees shall receive the benefits of Section 552 (20-year, half-pay retirement), Section 553 (additional 1/60ths for creditable service) and Section 571 (additional 1/60ths for service not creditable under Section 553) of the Retirement and Social Security Law.

Section 16.4: An employee who actually incurs a higher rate for liability insurance because the employee is required to use a personal car on County business than were the car not so used, shall be entitled to County payment of such additional cost in accordance with the following procedure: The Employee shall obtain certification from the Sheriff that the personal car is actually required for use upon County business and shall submit such certification together with a letter from the employee's insurance carrier specifying the additional premium resulting from such use to a designated County insurance representative who shall approve the same after any investigation deemed proper by such representative.

Section 16.5: Health Insurance Buy-Out:

Full time employees electing to repudiate health insurance coverage will receive an annual rebate in lieu of such coverage in the last paycheck of December in the amount of \$750.00 for single coverage and \$1,000.00 for family coverage.

1. Effective with the ratification of this Agreement by the Wyoming County Board of Supervisors, to qualify for the health insurance buyout, the employee must be covered under a group health insurance plan other than Wyoming County's.
2. Payment under the terms of this Section shall be made in the first full pay period of July and shall be prorated to an amount equivalent for the number of months for which coverage is not provided.
3. Each request for a health insurance buyout under this Section shall be in writing and submitted to the County Insurance Office according to the procedure established by that Office, and of which each employee shall be fully notified. That procedure shall include providing proof of other health insurance coverage.

Section 16.6: Disability Insurance:

Effective January 1, 2017 employees covered under this contract shall be offered disability insurance coverage in the Wyoming County sponsored disability insurance plan. Said coverage shall be optional to each employee and shall be paid for in full by each individual employee at the beginning of each coverage period.

ARTICLE XVII: CREDIT UNION

Section 17.1: Upon receipt of a suitable written authorization on a form developed by the Employers, the Employers shall deduct from the wages of an employee, and shall remit to a properly constituted Credit Union, designated amounts from an employee's first paycheck each month in which the authorization is effective. The employee shall designate such amount only in five-dollar (\$5.00) increments, and the authorization shall be effective for at least six (6) months, or such longer period as required by law.

ARTICLE XVIII: MISCELLANEOUS

Section 18.1: The Employers agree that they will not downgrade the salary grade in which a particular job classification is placed without bilateral agreement with the Association. The Employers agree that they will not upgrade the salary grade in which a particular job classification is placed without prior negotiations with the Association. The President of the Wyoming County Deputy Sheriffs Association shall be notified in writing at least twenty (20) work days in advance of any intended change in salary grade, and shall be given the opportunity to confer with designated representatives of the Employers prior to implementation of any change.

Section 18.2: Any person hired by the Employers who does not have experience or demonstrated ability in a particular position shall be paid only the minimum rate of pay for the grade in which such employee is hired. If a new employee is paid more than the minimum rate without experience or demonstrated ability, the Employers shall raise the rate paid to other such employees performing the same job in that grade to the rate of pay being received by the new employee.

Section 18.3: Upon at least five (5) calendar days advance written notice to the Sheriff or his designee, an employee shall be entitled to review his personnel file in the presence of an appropriate representative of the County to the extent provided by law. No adverse comment by the Employers' representative concerning the employee's performance in his job, shall be placed in the employee's personnel file without notification to the employee. Adverse comments concerning the employee's performance in his/her job may not be considered in connection with discipline after a period of three (3) years. Upon written request, an adverse comment contained in the requesting employee's personnel file which is more than three (3) years old shall be removed. Furthermore, within thirty (30) days after the date the employee receives an adverse comment, an employee shall be allowed to answer the aforementioned adverse comment concerning his/her work performance and have such written answer attached to the adverse comment.

Section 18.4: The use of the masculine gender in any provision of this Agreement is intended to include female gender, and no discrimination on the basis of sex is intended by the parties.

Section 18.5: The Employers shall notify the President of the Wyoming County Deputy Sheriffs Association, in writing, of all jobs filled on an emergency basis.

Section 18.6: If a member retires or is on a leave of absence the Employer will continue to permit the member to remain in the group insurance plan, at the employee's own cost, if permitted under the regulations of the insurance carrier.

ARTICLE XIX: VACATION, HOLIDAY, PERSONAL LEAVE BUY-BACK

Section 19.1: (repealed January 1, 2017)

Section 19.2: An employee may revoke his/her commitment regarding the three (3) or six (6) day sell back program only in the case of an emergency which occurs prior to the payment of monies established in this provision.

Section 19.3: The monies received by an employee in accordance with the provisions of this Article are paid to the employee over and above his/her annual salary and shall not influence that annual salary and/or its payment in any way.

ARTICLE XX: UNIFORM MAINTENANCE AND ALLOWANCE

Section 20.1: Each uniformed employee covered under this contract shall receive a uniform maintenance allowance of \$600 per year. Such allowance, which shall be used for the cleaning and repair of uniforms, shall be given to each employee over and above the annual uniform allowance to which each employee is entitled for the purchase of uniforms. Each employee shall receive the maintenance allowance in the second pay day of December of each year in a separate check.

ARTICLE XXI: DRUG AND ALCOHOL TESTING

The parties to this agreement jointly recognize and agree that the maintenance of a workforce free of drug and or alcohol use or abuse is a highly desirable goal and that both parties have a responsibility to all employees to encourage and support this goal.

Section 1. One Hundred Twenty (120) days following ratification of this agreement any employee covered under the provisions of this agreement shall have the right to come to management and seek treatment through the Employee Assistance Plan (EAP) and such self-identification and / or treatment will not be the cause for termination of their employment. In the event such treatment requires a leave of absence to obtain treatment such a leave of absence will be granted during this One Hundred Twenty (120) day period consistent with County Policy. Employees may be required to be removed from work as they complete the rehabilitation recommendations of the EAP.

Section 2. The Employee must sign a EAP disclosure of information consent form to The County, and to a representative of the Union, to provide for, and assist in his/her course of treatment and successful completion of any EAP ordered treatment, and the administration of this agreement, a failure to sign a disclosure consent form will be considered a violation of this agreement and just cause for discipline including discharge.

Section 3. If an employee fails to comply with the treatment recommendations of the EAP, or ceases participation in the EAP prior to being released by the program during this One Hundred Twenty (120) day period, the employee may be subject to continued discipline up to and including discharge of employment. If the EAP makes treatment recommendations that exceed the employee's health insurance coverage and the employee is unable to pay for the recommended treatment, the County and the Union will meet to discuss how to deal with this employee.

Section 4. If in the event any employee covered under the provisions of this agreement comes forward to management and reports a substance abuse problem prior to being subject to selection for participation in random drug and alcohol testing under the terms of this agreement, Management will provide this employee an opportunity to seek treatment through the EAP program without disciplinary action. It is understood and agreed that the opportunity to seek EAP treatment and avoid disciplinary action as detailed above and shall not apply to post accident/incident or for cause testing as outlined in this agreement.

Random Testing:

Section 1. Following this One Hundred Twenty (120) day period as detailed above, all employees covered under the provisions of this agreement shall be subject to drug testing in accordance with this Article on a random basis utilizing a random selection procedure to be implemented by The County.

Section 2. Wyoming County shall have the responsibility to administrate this random drug testing in accordance with the provisions of this agreement and shall cover all the costs of such testing.

Section 3. Any failure to cooperate or tampering with specimens or instruments, or any other activities designed to interfere with or impede these random drug testing procedures shall be considered to constitute a violation of this agreement and may constitute just cause for discipline and discharge of employment.

Section 4. Any employee covered under the provisions of this agreement that has been determined to be within the thresholds for the 10 Panel DOT regulations shall be considered to have had a positive test shall be terminated.

Section 5. In the event an employee covered under the provisions of this agreement is suspected to be under the influence of an alcoholic beverage while on duty, the County shall have the right to require such employee to submit to a test to determine their blood alcohol count utilizing a testing procedure directed by the sheriff. Results of any such test will be performed in accordance with the requirements to maintain sample integrity standards as required maintain the chain of evidence. On-duty employees determined to have a BAC of .04 or above shall be considered in violation of this policy and subject to corrective action. Refusal to submit to a test as required under the provisions of this policy shall be considered a positive test.

Section 6. All drug and alcohol testing of samples collected in random testing shall be performed by a certified testing laboratory. Testing procedures will be identical to those

procedures dictated by the U.S. Department of Transportation effective at the time of the signing of this Agreement. Drug testing will be limited to those substances currently identified for testing by DOT regulations (amphetamines, opiates, PCP, marijuana and cocaine) as of the signing of this Agreement. In the event the DOT changes the substances identified for testing or the procedures after the signing of this Agreement, Wyoming County shall inform the Union and negotiate with its representatives before testing for additional substances and/or changing any procedures. Positive findings are defined as two positive test results from a split sample which shall be obtained and maintained under sample integrity standards as required by the DOT regulations.

Section 7. The County reserves the right to conduct random drug and alcohol testing on a bi-monthly basis; selecting up to 10% of the work force each testing session (for the purpose of this article the work force shall be defined as all bargaining unit employees, and the Sheriff and Under Sheriff). Such random selection shall be conducted with a Union representative present.

For Cause / Post Accident or Incident Testing:

Section 1. In the event The Sheriff or his designee has reasonable suspicion to believe the employee may be under the influence of alcohol and or drugs, Wyoming County can require submission to a fitness for duty drug and alcohol test. Such test is to be taken at the quickest possible moment. The cost shall be paid by the County.

Section 2. Should the employee refuse to submit to this test at the time requested, it shall be considered as a positive test and shall constitute a violation of the terms of this agreement and be considered just cause for discipline up to termination.

Section 3. When The Sheriff or designee has reasonable suspicion to believe that an employee is under the influence of any substance (alcohol and /or drug induced), that employee shall be requested (in the presence of a Union Steward, if available) to go to employee health, medical clinic or emergency department and give specimens for testing, pursuant to this testing procedure. Any refusal to give specimens or any attempt to adulterate or alter a specimen will constitute a violation of this agreement and be considered just cause for discipline up to termination.

Section 4. A refusal of the employee to participate in the testing procedure provided herein shall constitute a presumption of being under the influence of Drugs or Alcohol and shall constitute the basis for discharge.

Section 5. Wyoming County will conduct post-accident/post incident drug and alcohol testing with any employee who is involved in an accident during working hours or is involved in an incident while at work where anyone is physically injured (as defined in the NYS Penal Law Article 10 Section 10.9) or where physical force is used in the performance of job duties, and/or where the officer discharges a firearm with the intent of shooting another person in the line of duty. The Sheriff shall have discretion as it regards post-accident testing when adverse weather conditions and or the accident is as a result of a hitting a deer.

Section 6. If the drug or alcohol test is determined to be negative per current 10 Panel DOT regulations, the employee shall be returned to his/her job and made whole for any losses incurred by the testing procedures.

Section 7. All drug and alcohol testing of samples collected shall be performed by a certified testing laboratory. Testing procedures will be identical to those procedures dictated by the U.S. Department of Transportation effective at the time of the signing of this Agreement. Drug testing will be limited to those substances currently identified for testing by 10 panel DOT regulations (amphetamines, opiates, PCP, marijuana and cocaine) as of the signing of this Agreement. In the event the DOT changes the substances identified for testing or the procedures after the signing of this Agreement, Wyoming County shall inform the Union and negotiate with its representatives before testing for additional substances and/or changing any procedures. Positive findings are defined as two positive test results from a split sample which shall be obtained and maintained under sample integrity standards as required by the 10 panel DOT regulations.

Section 8. The certified laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by Wyoming County, who will offer employees covered under the provisions of this Collective Bargaining Agreement with positive results a reasonable opportunity to rebut or explain the results with a legitimate medical explanation for this positive test result. Employees with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee will be treated as passing the test. In the event the second testing facility finds evidence of drug usage in violation of this policy the employee will be considered to have failed the testing after confirmation by the MRO. In no event should a positive test result be communicated to Wyoming County until such time that the MRO has confirmed the test to be positive. The MRO shall not confirm any positive test resulting from usage of a properly prescribed and documented prescription issued under the supervision of a licensed medical professional.

Section 9. For the purposes of administration of this Drug and Alcohol Testing Procedure an accident shall be defined as any incident occurring in the workplace that results in the injury to any person requiring medical treatment and/or that results in damage to property or, where physical force is used in the performance of job duties, and/or where the officer draws or discharges a firearm in the line of duty with intent of shooting another person.

ARTICLE XXII: SECTION 207-C GENERAL MUNICIPAL LAW PROCEDURES

1. Any deputy or deputy's representative seeking to receive 207-c benefits pursuant to section 207-c of the General Municipal Law must file a written request with the Sheriff or his designee within ten (10) working days after the event which it is claimed allow for these benefits or if at the same time a Workers Compensation claim is filed. The employer will provide a form on which this can be done.

2. All claims submitted must be accompanied by a written report outlining the facts of the situation giving rise to the claim. Also, medical documentation showing that the injury exists and that it is the result of the incident alleged must be included. The employee has the right to see his or her own physician.

3. The Sheriff or his designee shall have ten (10) working days to act on the written request. Action shall be one of the following:

1. The request is granted.
2. The request is denied.
3. The deputy is directed to be seen by a physician/ specialist, depending upon specific injured area, chosen by the employer at a time and place also chosen by the employer at the employers cost.
4. The deputy is directed to provide additional information and or documentation within a set time period.

All parties understand the benefits of acting in an expeditious manner.

4. During the period of time when a request for benefits pursuant to section 207-c of the General Municipal Law is pending, a deputy shall be allowed to utilize any accumulated time to continue on the payroll. If the request is ultimately granted the time used shall be restored.
5. During the period when a request is denied, he or she shall have the right to challenge the denial before a hearing officer designated by the Sheriff. This same procedure shall also be utilized to solve disputes over any other issues which might arise in the administration of section 207-c claims. Any appeals to these determinations shall be pursuant to the provisions set forth in article 78 of the Civil Procedure Law and Rules.
6. The Sheriff may request the injured party to be re-evaluated after the injured deputy has been out of work for a period of eight months from the date of injury. The deputy will be requested to see a physician or specialist chosen by the employer at the employer's expense. Should this physician or specialist deem the injured worker fit to return to duty, The Sheriff will make a written request to be served upon the employee by certified mail requesting the injured party return to his or her duties. Should the injured deputy or his or her physician, or specialist, disagree with the determination he or she may request the matter be sent to a third independent health care provider or elect to have the matter sent to a hearing officer appointed and paid for by the County.
7. If an employee receiving GML 207-C benefits is not eligible for or not granted a disability retirement the employee can be returned to work on a light duty assignment. The assignment of light duty requires the employer to do two things (1) obtain an opinion from a medical professional which states that the employee is able to perform specific types of light duty, and (2) offer a light duty assignment to the employee.

Example of light duty: It is recommended that the injured party will work in the civil department of the Sheriff's office between the hours of 7am-3pm. The injured party will complete the duties of answering telephones, handling simple telephone complaints, directing phone calls to the proper personnel of the sheriff's office, as well as handling simple walk up window complaints, and filing of paper work.

Employees not covered under the provisions of section 207-c of the General Municipal Law who are unable to perform duties of their employment because of injuries received in the service of the employer and who are entitled to receive Workman's Compensation benefits shall receive in addition to lump sum payments, their ordinary pay to be charged against accumulated sick leave credits or accrued vacation time, or compensatory time in that order,

at the option of the employee, when available and shall receive the ordinary benefits as provided by law.

ARTICLE XXI: ENTIRE AGREEMENT

Section 21.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the duration of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This document constitutes the entire Agreement between the parties and may be amended only by the mutual written agreement of the parties. Such amendment shall be dated and signed by the parties and shall be incorporated into this Agreement. A

ARTICLE XXII: SEPARABILITY

Section 22.1: If an Article of this Agreement or part thereof is found to be illegal or unenforceable by a court of competent jurisdiction, such Article or part thereof shall not be enforced except to the extent permitted by law. In such event, all other provisions of this Agreement shall continue in full force and effect. Furthermore, the parties agree to meet as soon as practicable following such a determination to negotiate a replacement for said Article or part thereof. However, if the parties are unable to agree upon such a replacement within thirty (30) business days following commencement of such negotiations, then the matter shall be postponed until the commencement of negotiations for a new Agreement.

ARTICLE XXIII: MANDATORY LEGISLATIVE CLAUSE

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

ARTICLE XXIV: DURATION

Section 24.1: This agreement shall be effective on January 1, 2023, except as otherwise stated in the agreement, and continue in full force and effect until the 31st day of December, 2025.

2023 Rates Effective January 1, 2023

| Grade/Title | Cadet | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-----------------------------|-------|--------|--------|--------|--------|--------|--------|--------|
| Grade 4 | | | | | | | | |
| Deputy Sheriff | 28.06 | 30.24 | 31.24 | 32.21 | 33.09 | 34.10 | 34.95 | 35.87 |
| Grade 6 | | | | | | | | |
| Deputy Sher Sergeant | | 32.93 | 34.00 | 34.95 | 36.04 | 37.10 | 38.10 | 39.15 |
| Deputy Sheriff | | | | | | | | |
| Forensic Tech | | | | | | | | |
| Grade 7 | | | | | | | | |
| Deputy Sheriff Investigator | | 33.45 | 34.52 | 35.48 | 36.56 | 37.62 | 38.63 | 39.68 |
| Grade 8 | | | | | | | | |
| Deputy Sheriff Captain | | 36.06 | 37.11 | 38.10 | 39.15 | 40.13 | 41.16 | 42.20 |

Note: Each employee who performs the duties of an investigator shall be placed on the step in Grade 6 which he / she achieved in Grade 4 of the salary schedule and shall, thereafter, receive all general Increments for which he / she is eligible.

2024 Rates Effective January 1, 2024

| Grade/Title | Cadet | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-----------------------------|-------|--------|--------|--------|--------|--------|--------|--------|
| Grade 4 | | | | | | | | |
| Deputy Sheriff2 | 9.46 | 31.75 | 32.80 | 33.82 | 34.74 | 35.81 | 36.70 | 37.66 |
| Grade 6 | | | | | | | | |
| Deputy Sher Sergeant | | 34.58 | 35.70 | 36.70 | 37.84 | 38.96 | 40.01 | 41.11 |
| Deputy Sheriff | | | | | | | | |
| Forensic Tech | | | | | | | | |
| Grade 7 | | | | | | | | |
| Deputy Sheriff Investigator | | 35.65 | 36.77 | 37.78 | 38.91 | 40.03 | 41.09 | 42.19 |
| Grade 8 | | | | | | | | |
| Deputy Sheriff Captain | | 37.86 | 38.97 | 40.01 | 41.11 | 42.14 | 43.22 | 44.31 |

Note: Each employee who performs the duties of an investigator shall be placed on the step in Grade 6 which he / she achieved in Grade 4 of the salary schedule and shall, thereafter, receive all general Increments for which he / she is eligible.

2025 Rates Effective January 1, 2025

| Grade/Title | Cadet | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-----------------------------|-------|--------|--------|--------|--------|--------|--------|--------|
| Grade 4 | | | | | | | | |
| Deputy Sheriff | 30.93 | 33.34 | 34.44 | 35.51 | 36.48 | 37.60 | 38.54 | 39.54 |
| Grade 6 | | | | | | | | |
| Deputy Sher Sergeant | | 36.31 | 37.49 | 38.54 | 39.73 | 40.91 | 42.01 | 43.17 |
| Deputy Sheriff | | | | | | | | |
| Forensic Tech | | | | | | | | |
| Grade 7 | | | | | | | | |
| Deputy Sheriff Investigator | | 37.96 | 39.13 | 40.19 | 41.38 | 42.56 | 43.67 | 44.82 |
| Grade 8 | | | | | | | | |
| Deputy Sheriff Captain | | 39.75 | 40.92 | 42.01 | 43.17 | 44.25 | 45.38 | 46.53 |


Note: Each employee who performs the duties of an investigator shall be placed on the step in Grade 6 which he / she achieved in Grade 4 of the salary schedule and shall, thereafter, receive all general Increments for which he / she is eligible.


Signature Page

IN WITNESS WHEREOF a duly authorized representative of each party have set their hands
this _____ day of _____ .


Chairperson of the Board of Supervisors, County of Wyoming


Sheriff, Wyoming County, NY


President, Wyoming County Deputy Sheriff's Association


Director of Human Resources & Labor Relations
HR Director, Wyoming County