

**AGREEMENT BETWEEN  
THE COUNTY OF LIVINGSTON**

**AND**

**LIVINGSTON COUNTY DEPUTY SHERIFFS  
COALITION**

**January 1, 2023 to December 31, 2025**

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## **PREAMBLE**

This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of the 15<sup>th</sup> day of March, 2023, between the County of Livingston, hereinafter referred to as the "Employer," the Livingston County Deputy Sheriffs Coalition, hereinafter referred to as the "Union," and the Livingston County Sheriff, hereinafter referred to as "Sheriff."

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

## **ARTICLE 1** **BARGAINING UNIT**

### **Section 1 - Bargaining Unit**

The Employer hereby recognizes the Union as the exclusive negotiating agent for all titles within the Livingston County Sheriff's Office which are not classified as managerial or confidential under the Taylor Law except: the Sheriff, Undersheriff, Confidential Secretary to the Sheriff, Majors, Captains, Chief Deputies, Police Services Commander, Deputy Sheriff/Communications Officer, Stop DWI Coordinator, Victim/Witness Assistance Coordinator, all Road Patrol job titles, Physicians and each new position or job title created by the Employer during the term of this Agreement which by job description reports to the Board of Supervisors or the County Administrator.

### **Section 2 - Seasonal and Part-Time Employees**

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

"Part-time employees" shall be defined as employees who are regularly scheduled to work thirty (30) hours or less per calendar week.

### **Section 3 - Union Membership**

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

**Section 4 - Union Time**

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

Three (3) employees, designated by the Union, shall be given a maximum of eighty (80) hours leave with pay<sup>1</sup> to attend the negotiating meetings, mediation, grievances, and fact finding sessions between the Union and the Employer provided such time is within their normal working hours, but such time shall not be granted for time not actually spent in such meetings or traveling to and from same.

**Section 5 - Union Business During Working Hours**

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

**Section 6 - Union Access to Work Areas**

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

**ARTICLE 2**  
**OBLIGATIONS OF THE UNION**

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

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

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

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<sup>1</sup> The 80 hours of leave shall be shared by the designated employees. This section does not provide 80 hours of leave to each of the three employees.

and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

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

## **ARTICLE 4** **PROBATIONARY PERIOD**

The probationary period for all competitive class employees shall be the same as defined in the Livingston County Civil Service Rules. The probationary period for all other full time employees shall be twelve (12) months from date of hire, with the following exception that absence from work for any reason shall not be included in calculating an employee's twelve month probationary period.

## **ARTICLE 5** **SICK LEAVE**

### **Section 1 - Sick Leave Accrual**

Each current employee shall be permitted to accumulate up to one hundred sixty-five (165) days of paid sick leave to be applied toward time off due to that employee's illness or injury. Such leave shall be reduced by one day for each day of such paid leave for employees working a regular work week, as defined in Section 1 of Article 15. For employees working alternative schedules (such as a 6,2/6,3 or 5,2/5,3 schedule) sick leave shall be reduced on an hourly basis (or half-hour basis if connected with at least one full hour) with the total reduction for a sick day being equal to the number of hours paid to the employee in sick leave for his/her regularly scheduled hours on that day. An employee may use up to five (5) days of this sick leave per calendar year for the illness and/or doctors' appointments of the employee's spouse, parent and/or minor child. (This provides for a total of five days to be used among these relatives. For example, an employee could take 1 day for a spouse, 1 day for a parent and 3 days for children.) An employee requesting sick leave use for these purposes must indicate "family illness or appointment" when making the request for this leave and note such on his/her timecard or equivalent time recording document. The Employer may require medical documentation of the illness or appointment. Sick leave may be taken in one-half hour segments following the use of one (1) hour. The minimum that can be taken is a one hour segment.

### **Section 2 - Rate of Accrual**

New full-time, permanent employees will begin to accrue sick leave after completing six (6) months of full-time, permanent employment, except that such employees shall be granted and entitled to use two (2) sick leave days after completing thirty (30) days of employment. Sick leave shall be accumulated at the rate of four (4) hours per pay period except that those whose regular shift is eight and one half (8.5) hours shall accumulate at the rate of four and one quarter

(4.25) hours per pay period. Sick leave may be accumulated to a maximum of one hundred sixty-five (165) days.

### **Section 3 - Physician's Statement**

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

### **Section 4 - Physical Examination**

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

### **Section 5 - False Representations**

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

### **Section 6 - Termination**

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

### **Section 7 - Sick Leave Bank**

When an employee reaches his/her maximum sick leave credits (165 days at his/her hourly rate) the sick leave hours he/she would have accrued will be put in a sick leave bank. No sick leave which has been contributed to the sick leave bank shall be considered unused sick leave for the purpose of computing service credit upon retirement.

The County Administrator and the President of the Union shall consider approval of all applications to draw from the sick leave bank. Periodic reports covering its functions shall be issued to each party.

The following terms shall be considered for approval of all applications:

- a. Any full time employee covered by this agreement may borrow from the sick bank after exhausting all accruals (including personal, vacation, sick, holiday).
- b. Applications for use of sick bank time must be made to the President of the Union on the designated Request for Approval form. If the President of the Union approves the application it will be then submitted to the County Administrator for his/her review and action.

- c. Satisfactory medical documentation shall be provided to the administrators of the sick leave bank upon submission of a request for use of sick bank time, which shall include a brief diagnosis, start date of illness and expected date of return to work.
- d. No employee may borrow from the bank more than one time in any calendar year.
- e. No employee may borrow sick leave for absence due to an illness or injury arising out of and in the course of employment.
- f. No employee will be allowed to borrow more than twice the amount of accumulated sick leave he/she had prior to the illness.
- g. There has been no disciplinary action relating to abuse of sick leave for the previous year.
- h. Approvals will be based on availability of sick bank time at the time of need. Sick bank time will not be reserved in advance for an applicant.

An employee approved for sick leave bank use shall be deemed to be “on the payroll” for all purposes except paid holidays and leave accruals.

When an employee who borrowed from the sick leave bank returns to work, any remaining sick bank hours will be returned and he/she shall begin repaying the bank at a rate of one-half (1/2) of the amount of sick leave earned each pay period until the total amount is repaid. Subsequent to such repayment, all paid holidays and/or other leave accruals which were not credited to the employee during the period of sick leave bank usage shall be returned to the employee. No retroactive credit of paid holidays and/or other leave accruals shall occur if an employee does not return to work and/or does not repay to the sick leave bank all days utilized.

### **Section 8 – Employment While Ill or Injured**

Employees who are absent from work due to claimed illness or injury shall not engage in employment activities for any person or entity, including self employment, during such period of absence without the express written consent of the Sheriff. An employee who wishes to engage in any employment activity during such a period of absence must make a written request to the Sheriff seeking permission to engage in employment activities. Such request shall specify the identity of the employer and the specific activities the employee will perform for that employer. The Sheriff shall have sole discretion to determine whether or not to grant the request, and such decision shall not be grievable. The Sheriff shall notify the employee in writing of the Sheriff's decision. For purposes of this paragraph, a written communication shall include traditional forms of written communications such as paper letters and forms as well as electronic communication in the form of e-mail.

**ARTICLE 6**  
**VACATION**

**Section 1 - Accruals**

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

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

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

A vacation day shall be defined as eight (8) hours except that for those whose regular shift is eight and one half (8.5) hours, a vacation day shall be defined as eight and one half (8.5) hours.

**Section 2 - Scheduling**

Vacation schedules shall be determined in accordance with present practice. Following the end of any vacation sign-up period, tentative approval or disapproval of vacation requests will be made within 10 days of the end of the sign-up period or the date of the request, whichever is later, except in extraordinary or emergency situations.

**Section 3 - Use of Accruals**

Vacation time shall be taken before the next anniversary date or it will be lost unless a carryover is approved by the Sheriff. Notwithstanding the foregoing, employees assigned to a shift of eight and one half (8.5) hours shall carry over unused accrued vacation past their anniversary date when the amount of such is eight hours or less.

Vacation may be taken in one-half hour segments following the use of one (1) hour of vacation. The minimum that can be taken is a one hour segment.

**Section 4 - Payment During Vacations**

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

### **Section 5 - Payment in Lieu of Vacation**

The employee may not elect payment in lieu of vacation time, except that an employee may elect payment in lieu of vacation time for up to ten (10) days. Any employee who intends to make such an election must inform the Sheriff of their intent make such an election a minimum of two (2) weeks prior to the employee's anniversary date. All vacation time must be earned before payment is made. An employee may make only one (1) request for payment in lieu of vacation pursuant to this section per calendar year.

### **Section 6 - Termination**

Unused vacation time shall be payable at the time of separation from employment if: (1) the employee resigns/retires after providing the Sheriff with at least twenty-eight (28) calendar days notice prior to the employee's actual resignation/retirement date, or (2) the employee resigns within eight (8) calendar days of receipt of a notice of discipline indicating that the Employer is seeking termination of employment. Unused vacation time shall not be payable in any other circumstances.

## **ARTICLE 7** **PERSONAL LEAVE**

### **Section 1 - Accruals**

Each present employee covered by this Agreement shall be entitled to five (5) paid personal leave days on his/her anniversary date. A personal leave day shall be defined as eight (8) hours for accrual purposes; except that for those whose regular shift is eight and one half (8.5) hours, a personal leave day shall be defined as eight and one half (8.5) hours.

New employees will receive one (1) personal leave day for each three (3) months of employment the first year. Such leave for all employees shall be cumulative from year to year. Unused personal leave days shall not be payable at the time of termination of employment, whatever the reason for such termination.

### **Section 2 - Scheduling**

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

### **Section 3 - Use of Accruals**

Personal leave shall be used on an hourly basis (or half-hour if connected with at least one full hour).

**ARTICLE 8**  
**JURY DUTY**

Employees covered by this agreement who are selected for jury duty shall receive paid leave, not to exceed ten (10) working days annually, when attendance as a juror is required by the court on regularly scheduled working hours of the employee. A full day's pay for each day of jury service will be paid if the employee does not work his/her full shift. Employees on such leave will remit to the Employer all remuneration received for jury duty service, with the exception of moneys paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the Employer's judgment, such request is appropriate. An employee on jury duty shall report to work whenever his presence for jury duty is not required during his normal working hours.

**ARTICLE 9**  
**HOLIDAYS**

**Section 1 - Designation of Holidays**

An employee who is on the active payroll during the week in which the holiday is celebrated will accrue one holiday on each of the following days:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
March 1	Veteran's Day
April 1	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

All holidays will be floating holidays and the holiday will accrue on the first day of the month.

A holiday under this section shall be accrued and paid at the number of hours the employee is regularly scheduled to work in a day during that month. An employee may carry over one holiday each year. All holidays will be forfeited if not used or carried over by December 31<sup>st</sup>.

**Section 2 - Work on Holidays**

All full-time employees required to work on New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at one and one half (1.5) times their hourly rates for the total time worked on the holiday and shall also choose from the following options regarding the use of their holiday: (1) receive payment in lieu of the holiday at the straight time rate, or (2) retain the holiday for use on a later date.

All full-time employees required to work on Martin Luther King Day, Presidents Day, Juneteenth, Columbus Day or Veterans Day shall be paid at their regular hourly rates for all hours worked on the holiday and shall also choose from the following options regarding the use

of their holiday: (1) receive payment in lieu of the holiday at the straight time rate, or (2) retain the holiday for use on a later date.

All employees that work on a Holiday, including Holidays paid at one and one half (1.5) their hourly rates, shall have those working hours counted as hours worked for overtime calculations.

All part-time employees required to work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day shall be paid at one and one half (1.5) times their hourly rates for the total time worked on the holiday.

### **Section 3 – Payment in Lieu of Holidays**

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

### **Section 4 – Use of Holidays**

Holidays must be used in full day increments. However, in the event an employee has a change in regular work day and this change results in the employee having less than a full day of holiday hours under the employee's new regular work day, the employee will be allowed to use those hours in one increment even though this is less than a full work day. If the hours include one-half (1/2) hour of holiday accrual, the employee may instead request payment in lieu of time off for the one-half (1/2) hour of holiday accrual and then use the remaining holiday time in one increment. For example, if an employee with a regular work day of 8.5 hours moves to a regular work day of 8 hours with 25.5 hours of holiday accruals, the employee will then have three (3) holidays in full day increments. The employee may either use the remaining 1.5 hours of holiday accruals in one increment or, the employee may use all but one-half (1/2) hour in one increment and then request payment in lieu of the one-half (1/2) hour of holiday leave.

## **ARTICLE 10**

### **HEALTH BENEFITS**

#### **Section 1 - Coverage**

The Employer will provide the following benefits or substantially equivalent benefits: the Livingston County Premium Plan ("Premium" plan), and the Livingston County Standard Plan ("Standard" plan) to all contractual full time employees<sup>2</sup> who meet the eligibility requirements set forth in section 3 of this article and the following paragraphs of this section.

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<sup>2</sup> "Contractual full-time employees" shall mean permanent employees, including those who are probationary in permanent positions, who are employed to work a regular work week as defined in Article 16., section 1 of this agreement or an alternate work schedule as described in the first and third sentences of Article 15, section 2.

Employees hired before August 28, 2013 who have Employer health insurance as of that date will be eligible to continue participation in their current plan or substantially equivalent coverage. If such an employee has coverage under the Premium equivalent plan and such coverage terminates, that employee may not reenroll in the Premium equivalent plan in the future. Employees in the Standard equivalent plan may not move to the Premium equivalent plan. All other employees eligible for health insurance will be eligible only for participation in the Standard equivalent plan or the High Deductible Health Plan (“HDHP”).

Other employees are not eligible for health insurance coverage except as otherwise provided in section 3.1 of this Article.

## **Section 2 – Contributions Toward Cost of Coverage**

The provisions of this section apply only to contractual full-time employees.

Employees hired on or before March 5, 1986, and all others hired before January 1, 1996 who do not currently contribute toward the cost of their health insurance shall not be required to contribute toward the cost of their coverage.

All other employees hired before August 25, 2004 shall contribute toward the cost of their insurance as follows: 15% of the cost of the Premium Plan or comparable coverage or 10% of the cost of the Standard Plan or comparable coverage.

All employees hired on or after August 25, 2004 but before January 1, 2013 shall contribute toward the cost of their insurance as follows:

1. During the first ten (10) years of employment with the Sheriff’s Office, 25% of the cost of their coverage.
2. Thereafter, 15% of the cost of the Premium Plan or comparable coverage or 10% of the cost of the Standard Plan or comparable coverage.

All employees hired on or after January 1, 2013 shall contribute 25% of the cost of their insurance.

The Employer will pay the remaining health insurance costs.

The Employer may offer a health insurance option involving a high deductible health plan (“HDHP”) that may be combined with a health savings account (“HSA”) and/or a health reimbursement account (“HRA”). The Employer shall have sole discretion to determine whether to offer such plan(s) and, if it chooses to do so, to determine and establish the details of the plan(s). This option will be in addition to the current plan options. In the event such an option is offered and an employee elects to participate in this option, the employee may leave the plan and enroll in the Standard plan or a substantially equivalent health insurance option during an open enrollment period or within thirty (30) days of the occurrence of a qualifying event.

“Years of employment” as used in this section means years of full-time, permanent employment since the employee’s most recent full-time date of hire, except that those whose most recent full-time date of hire was prior to January 1, 2008, shall continue to receive prorated service credit for part-time service as required by the decision of Arbitrator Michael Lewandowski in the Langless/Newton case.

**Section 3 - Eligibility**

The provisions of this section apply only to contractual full-time employees.

Hospitalization insurance shall become effective the 1st of the month following the completion of one full calendar month of full-time, permanent employment from the employee’s most recent full-time date of hire.

An employee and his/her spouse shall not be eligible for double health insurance coverage under the County’s Plan. If both husband and wife are employed by the County, then they shall be eligible for only one (1) coverage policy.

**Section 3.1 – Coverage Pursuant to the Patient Protection and Affordable Care Act**

A. For employees not eligible for coverage under sections 1-3 of this Article, offers of coverage will be provided to employees who qualify as full-time employees under the Patient Protection and Affordable Care Act (“ACA”) for an applicable stability period. This section describes the coverage to be provided to such employees (hereinafter referred to as “ACA eligible employees”).

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

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

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

B. Notwithstanding anything in this Agreement to the contrary, if legislation, regulatory action or other official guidance or judicial interpretation (hereinafter "legal authority") requires the County to provide health insurance benefits in circumstances not required

under this Agreement, the County shall comply with this legal authority. The term "requires" includes circumstances where non-compliance with applicable legal authority would result in, or potentially result in, new and/or additional costs to the County with respect to the health insurance it makes available to bargaining unit members. Compliance with this legal authority shall not be considered precedent-setting, past practice, a modification of the collective bargaining agreement or a waiver for any other circumstance.

In the event that applicable legal authority is modified, repealed or otherwise changed, and such action reduces or repeals the County's obligations with respect to providing health insurance benefits to bargaining unit employees and/or their family members, the County may modify or eliminate such benefits consistent with the change in applicable legal authority so long as such modification or elimination does not result in the provision of lesser health insurance benefits than provided by sections 1 –3 of this Agreement.

#### **Section 4 - Continuation Upon Death of Covered Employee**

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

#### **Section 5 - Drop Payment**

The employer agrees to pay annually to employees a payment of six hundred dollars (\$600) for dropping individual coverage and one thousand and one hundred dollars (\$1100) for dropping dependent coverage, whichever is presently provided to the employee. For new employees becoming eligible during the first calendar year of employment the amount will be prorated.

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

When an employee signs a statement that he/she has procured health insurance through a spouse's employment, other employment of the employee or a private insurance plan, he/she will be eligible to apply for the alternative payment.

Drop payments will be provided to eligible employees in a December payroll to cover the one-year period of January 1<sup>st</sup> through December 31<sup>st</sup> of the current year. For new employees who

became eligible for health insurance but did not receive this benefit during this same period, the amount will be prorated.

**Section 6 - Dental Insurance**

From January 1, 2023 through June 30, 2023, the County agrees to provide a payroll deduction for members of the Union to purchase dental insurance. The premium costs of such insurance shall be 100% employee paid. The County Treasurer shall make payment of said deductions to the provider of the coverage. There shall be only one provider of coverage, selected by the Union. The Union agrees that a minimum of (50%) of its membership shall participate in the plan.

Effective July 1, 2023, the County will offer dental insurance benefits to full-time employees as follows:

- A. Eligibility. Employees shall be eligible for dental insurance under the same provisions set forth in Section 1 of this Article, above.
- B. Enrollment. To receive dental insurance benefits, eligible employees must submit a completed enrollment form to the County Human Resources Department:
  - 1. At least one month prior to initial eligibility under this agreement;
  - 2. During a subsequent open enrollment period; or
  - 3. Following initial eligibility, at the time of any other qualifying event for enrollment in accordance with the applicable health insurance plan and/or relevant State or Federal Law.
- C. Plan Options. The Employer will provide Excellus Dental or another equivalent dental insurance option to employees. The Employer will provide both single coverage and family coverage options. An employee or his/her spouse and/or family members shall not be eligible for double dental insurance coverage under the County's plan. The Employer, at its sole discretion, may change dental insurance providers and/or options on an annual basis.
- D. Contributions towards Cost of Coverage. Contribution rates towards dental insurance benefits will be one hundred percent (100%) of the cost of the dental insurance premium.

**Section 7 – Flexible Spending Account**

The County will maintain a Flexible Spending Account for unit members.

**Section 8 – Health Insurance Reopener**

The parties agree to immediately reopen negotiations with respect to health insurance (Article 10), at the request of either party, in the event that legislative, regulatory action or other official guidance or judicial interpretation occurs that would impose, or potentially impose, new and/or additional costs for health insurance on the County or bargaining unit members.

**ARTICLE 11**  
**RETIREMENT HOSPITALIZATION**

**Section 1 - Generally**

Full-time employees hired prior to January 2, 2008, who retire after completing twenty-five (25) years of continuous full-time service to Livingston County, and who are eligible to receive retirement benefits under a New York State and Local Retirement Systems Plan during the term of this Agreement, shall be eligible for health insurance coverage after retirement, unless they have waived their right to this benefit as set forth in Article 29, section 2 of this agreement. Employees hired on or after January 2, 2008, shall not be eligible for retiree health insurance benefits.

A. For employees hired on or before January 1, 1992, the County will pay the full cost thereof for individual or family coverage, whichever is in place on the effective date of retirement, including any additional rate increases.

B. For employees hired after January 1, 1992, but before January 2, 2008, the County will provide an individual coverage policy identical to that which is provided to active, full-time employees. The retiree will pay the same percentage towards the cost of the plan as the retiree paid immediately preceding his/her retirement and the County will pay the remaining cost of the plan. Said retired employees shall be eligible for family coverage by also paying the full cost of the difference between individual coverage and family coverage directly to the County Treasurer in advance of such premiums coming due.

**Section 2 - Death of Retiree**

The above section applies only to retiring employees and existing family members. For employees hired on or before January 1, 1992, upon the death of a retired employee, his/her surviving spouse would be entitled to individual coverage, or family coverage if other dependents were covered at the time of retirement. The spouse's coverage would cease upon the spouse's remarriage or death. Other eligible dependent's coverage would terminate as stated in the contract between the County and the health insurance provider. For employees hired after January 1, 1992 but before January 2, 2008, upon the death of a retired employee with family health insurance coverage, his/her surviving spouse would be entitled to continue coverage if the surviving spouse pays the full cost of the health insurance premiums.

**ARTICLE 12**  
**UNIFORMS**

**Section 1 - Furnishing Uniforms**

The Employer agrees to furnish uniforms for all full-time corrections and communications personnel, excluding plain clothesmen.

**Section 2 - Dry Cleaning**

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

**Section 3 - Selection of Uniform**

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

**Section 4 - Return of Uniforms**

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

**ARTICLE 13**  
**COURT TIME**

**Section 1 - Payment for Court Time**

Employees required to attend court outside of their regular work hours shall be paid time and one-half. The time is to start when the employee leaves home and ends when his court appearance is completed, and is subject to approval of the Sheriff.

**Section 2 - Mileage**

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

**ARTICLE 14**  
**FALSE ARREST INSURANCE**

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

**ARTICLE 15**  
**PENSIONS**

**Section 1 - Corrections Employees**

The Employer shall continue to participate in New York State and Local Retirement System plan 89-p/603-1. All eligible corrections employees shall be entitled to participate in said plan.

**Section 2 - Other Employees**

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

**ARTICLE 16**  
**PAY AND WORK WEEK**

**Section 1 - Work Week**

The regular work week for all full-time employees covered by this Agreement shall consist of forty (40) hours per week. The scheduling of the work week shall be at the discretion of the Sheriff.

**Section 2 - Alternative Work Schedules**

Employees required to work a regular schedule of six days on and two days off/six days on and three days off shall be paid for the actual days worked during said period. Employees shall be scheduled eleven and one half (11.5) hours off between such shifts, except in emergency situations. Employees required to work a regular schedule of five days on and two days off/five days on and three days off shall be paid for the actual days worked during said period. Employees shall be scheduled eleven and one half (11.5) hours off between such shifts, except in emergency situations.

**Section 3 - Pay Day**

The pay day will be every other Friday unless unusual circumstances should occur. All employees shall participate in Employer's direct deposit program. Payment shall be delivered to employees by direct payroll deposit into their designated individual bank accounts. Such accounts shall be located at banks which participate in Employer's direct deposit program.

**Section 4 - Temporary Shift Changes**

Temporary shift changes of less than three days are discouraged and should only be utilized when necessary for public safety. The application of this paragraph shall not be grievable or arbitrational under this agreement, but a complaint may be filed with the Personnel Officer.

**ARTICLE 17**  
**WAGES**

**Section 1 - Starting Wages for Full-time Corrections, Civilian Dispatch and Registered Professional Nurse Employees**

New full-time Corrections, Civilian Dispatchers, and Registered Professional Nurse employees covered by this Agreement will receive a wage equal to the Base rate of the grade for which the employee is hired.

Notwithstanding the foregoing, a newly hired full-time corrections, Civilian Dispatch or Registered Professional Nurse employee may be placed at any position in the wage grade for which he/she is being hired with the approval of the Sheriff and the County Administrator.

## **Section 1A - Wages for Full-time Cooks, Couriers and Clerical Employees**

All new full-time cooks, couriers and clerical employees will be paid the “Base” rate shown on the rate schedules.

Annual salary increments shall be effective on January 1<sup>st</sup>. All employees must be on the payroll four (4) months after being hired by the employer in order to be eligible for consideration for an annual increment.

## **Section 2 - Promotions**

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

## **Section 3 - Wage Increases**

### **FULL-TIME EMPLOYEES**

All full-time employees on the payroll on or after the date of execution of this agreement shall be paid in accordance with the attached rate schedule for 2023, effective on January 1, 2023. Any amounts earned by said employees which were not paid prior to the execution of this Agreement shall be paid to such employees. This rate schedule reflects a 7.0% increase from the 2022 rate schedule. Effective January 1, 2024, wages shall be increased by three percent (3%) applied to the rate schedule in effect on December 31, 2023. Effective January 1, 2025, wages shall be increased by three percent (3%) applied to the rate schedule in effect on December 31, 2024. Employees entitled to increments shall receive increments.

### **PART-TIME AND TEMPORARY EMPLOYEES**

All part-time and temporary employees shall be paid the “Base” rate for their job titles in accordance with the attached rate schedule except as otherwise provided in section 5 of this Article.

Part-time Civilian Dispatchers shall be eligible for longevities as set forth in section 5 of this Article.

Only part-time employees who are on the payroll as of the date of execution of this Agreement shall be eligible for retroactive wage payments, if applicable.

## **Section 4 - Overtime**

Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of compensation. Corrections personnel shall be paid overtime for all hours worked per day in

excess of their regular shift of eight (8), or eight and one half (8.5) hours, as applicable, and as otherwise required by the Fair Labor Standards Act. Overtime for all other employees will be paid as required by the Fair Labor Standards Act.

For non-sworn employees, all paid absences, including but not limited to sick leave, personal leave, etc., shall count as time worked in the computation of overtime.

### **Section 5 - Part-Time and Temporary Employee Compensation and Longevity Rates**

Part-time and temporary employees of the Sheriff's Office shall be paid at the rates set forth in section 3 of this Article for time actually served, except as hereinafter provided, with no other allowable expenses or benefits provided in this Agreement, except Retirement if they are eligible and if they wish to contribute to the Retirement Plan and health insurance coverage pursuant to Article 10, section 3.1 if they are eligible and elect coverage.

All part-time employees who have completed five years continuous service will increase their hourly rate by 5%. Those completing ten years of continuous service will increase by 10% over their regular hourly rate.

Longevity compensation as provided in this section shall become effective on the date which qualifies the employee for the longevity compensation. For example, if the employee becomes eligible for longevity compensation based upon five years of continuous part-time bargaining unit service, the longevity compensation shall take effect on the fifth anniversary of the employee's date of hire as a permanent, part-time employee within this bargaining unit<sup>3</sup>.

In the event a full-time, permanent employee retires and then returns to employment on a part-time basis within two (2) years of the date of retirement, the employee's continuous full-time, permanent service within the LCDSC unit that occurred immediately prior to the retirement will be credited toward eligibility for the part-time employee longevity pay. This will include any LCDSC member who was employed on a full-time basis, retired, and on the date is agreement is executed is employed in a part-time capacity.

### **Section 6 - Full-Time Corrections, Civilian Dispatch and Registered Professional Nurse Employee Longevity Rates**

#### **A. 2023 Longevity Payments**

The longevity increments will be three percent (3%) of the Base rate for the employee's title for five years, and one and one half percent (1.5%) of the Base rate for the employee's title for ten (10) years' service, to total four and one half percent (4.5%) for ten (10) years' service. For fifteen (15) years' service a longevity increment will be granted in the amount of two percent (2%) of the Base rate for the employee's title that will bring the cumulative longevity increment to six and one half percent (6.5%) for fifteen (15) years' service. For twenty (20)

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<sup>3</sup> This is a modification from the prior long-standing practice in which the longevity compensation would begin on the first day of the pay period following the employee's qualifying anniversary date.

years' service a longevity increment will be granted in the amount of two percent (2.0%) of the Base rate for the employee's title that will bring the cumulative longevity increment to eight and one-half percent (8.5%) for twenty (20) years' service.

B. 2024 Longevity Payments

The longevity increments will be four percent (4%) of the Base rate for the employee's title for five years, and one and one half percent (1.5%) of the Base rate for the employee's title for ten (10) years' service, to total five and one half percent (5.5%) for ten (10) years' service. For fifteen (15) years' service a longevity increment will be granted in the amount of two percent (2%) of the Base rate for the employee's title that will bring the cumulative longevity increment to seven and one half percent (7.5%) for fifteen (15) years' service. For twenty (20) years' service a longevity increment will be granted in the amount of two percent (2.0%) of the Base rate for the employee's title that will bring the cumulative longevity increment to nine and one-half percent (9.5%) for twenty (20) years' service.

C. 2025 Longevity Payments

The longevity increments will be five percent (5%) of the Base rate for the employee's title for five years, and one and one half percent (1.5%) of the Base rate for the employee's title for ten (10) years' service, to total six and one half percent (6.5%) for ten (10) years' service. For fifteen (15) years' service a longevity increment will be granted in the amount of two percent (2%) of the Base rate for the employee's title that will bring the cumulative longevity increment to eight and one half percent (8.5%) for fifteen (15) years' service. For twenty (20) years' service a longevity increment will be granted in the amount of two percent (2.0%) of the Base rate for the employee's title that will bring the cumulative longevity increment to ten and one-half percent (10.5%) for twenty (20) years' service.

Longevity compensation as provided in this section shall become effective on the date which qualifies the employee for the longevity compensation. For example, if the employee becomes eligible for longevity compensation based upon five years of continuous full-time bargaining unit service, the longevity compensation shall take effect on the fifth anniversary of the employee's date of hire as a permanent, full-time employee within this bargaining unit<sup>4</sup>.

**Section 7 - Full-time Cook, Courier and Clerical Employee Longevity Rates**

All full-time cooks, couriers and clerical employees shall be entitled to longevity increments each five (5) years of continuous service at their fifth (5<sup>th</sup>), tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), and twentieth (20<sup>th</sup>) anniversary date in accordance with the following schedule. Longevity compensation as provided in this section shall become effective on the date which qualifies the employee for the longevity compensation. For example, if the employee becomes eligible for longevity

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<sup>4</sup> This is a modification from the prior long-standing practice in which the longevity compensation would begin on the first day of the pay period following the employee's qualifying anniversary date.

compensation based upon five years of continuous full-time bargaining unit service, the longevity compensation shall take effect on the fifth anniversary of the employee's date of hire as a permanent, full-time employee within this bargaining unit.

Grade	Longevity Increment
2	.37
5	.38
7A	.39
9	.41
10	.42

**Section 8 - Extra Hours**

When there are scheduled hours available because of short-term absences which occur on a day-to-day basis with less than twenty-four (24) hours' notice, any such hours which would be continuous with the current shift will be first offered to full-time employees who are on duty on that shift.

**Section 9 – On Call Pay**

Employees who are on call and restricted in their activities by prior express order of the Sheriff will be paid fifteen dollars (\$15) per day of restriction.

**Section 10 – Specialty Assignment Pay**

Employees assigned by the Sheriff to one or more specialty unit(s) will receive an additional \$0.25 per hour for the duration of their assignment to the unit(s). "Specialty units" as used in this section means Honor Guard, Mounted Patrol Unit, Fire Brigade and Underwater Search and Rescue Team, SWAT, Crisis Negotiations Team, Firearms, Drone Unit, SONAR Unit, Snowmobile Unit, and Child Seat Safety Unit. Assignments to specialty units shall be within the sole discretion of the Sheriff, and neither assignments nor non-assignments to any of these specialty units shall be subject to challenge or review under the grievance and arbitration procedures of Article 23 of the Agreement or any other procedure.

**Section 11 – Acting Corrections Corporal Pay**

The Sheriff, in his/her sole discretion, may select one or more Corrections Officers to serve as Acting Corrections Corporals when and as directed. In the event such a Corrections Officer is assigned to work as an Acting Corrections Corporal and does work as such, the Corrections Officer shall be paid an out of title wage rate for all hours worked as an Acting Corrections Corporal. The out of title wage rate shall be determined on the same basis as a promotional rate pursuant to Article 17, §2 of this agreement. During all other work hours (i.e. when the Corrections Officer is not assigned to work as an Acting Corrections Corporal), the Corrections Officer will be paid his/her normal Corrections Officer wage rate.

### **Section 12 – Acting Senior Civilian Dispatcher Pay**

The Sheriff, in his/her sole discretion, may select one or more Civilian Dispatchers to serve as Acting Senior Civilian Dispatcher when and as directed. In the event such a Civilian Dispatcher is assigned to work as an Acting Senior Civilian Dispatcher and does work as such, the Civilian Dispatcher shall be paid an out of title wage rate for all hours worked as an Acting Senior Civilian Dispatcher. The out of title wage rate shall be determined on the same basis as a promotional rate pursuant to Article 17, §2 of this agreement. During all other work hours (i.e. when the Civilian Dispatcher is not assigned to work as an Acting Senior Civilian Dispatcher), the Civilian Dispatcher will be paid his/her normal Civilian Dispatcher wage rate.

### **Section 13 – Training Pay**

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

In the event an employee attends authorized training outside of Livingston County where the employee travels from home to the training site and then from the training site to home in the same day, the hours the employee spends traveling less the employee's normal commute time will be considered hours worked and compensated accordingly. If an employee attends such training but leaves from the Sheriff's Office and reports back to the Sheriff's Office after the training, the hours the employee spends traveling from the Office to the training and from the training to the Office will be considered hours worked and compensated accordingly. "Authorized training" is work related training an employee attends with the express authorization of the Sheriff. "Normal commute time" is the reasonable travel time associated with the employee's travel from home to work and from work to home on a typical work day.

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

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

### **Section 14 - Training Officer Pay**

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

**ARTICLE 18**  
**SHIFT DIFFERENTIAL**

***Section 1 - Shift Differential Rates***

Employees assigned to the 1st shift shall be paid their regular hourly wage.

Employees assigned to the 2nd shift shall be paid their regularly hourly wage plus one dollar (\$1.00) per hour.

Employees assigned to the 3rd shift shall be paid their regular hourly wage plus one dollar (\$1.00) per hour.

**Section 2 – Shifts Specific to Divisions**

- a. Shifts within the Jail Division are as follows:
  - 1<sup>st</sup> shift: 6:00 am to 2:00pm
  - 2<sup>nd</sup> shift: 2:00pm to 10:00pm
  - 3<sup>rd</sup> shift: 10:00pm to 6:00 am
  
- b. Shifts within the Court Security Division are as follows:
  - 1<sup>st</sup> shift: 8:00am to 5:00pm
  - 2<sup>nd</sup> shift: 5:00pm to 12:00am
  - 3<sup>rd</sup> shift: 12:00am to 8:00am
  
- c. Shifts within the Communications Bureau are as follows:
  - 1<sup>st</sup> shift: 6:45am to 2:45pm
  - 2<sup>nd</sup> shift: 2:45pm to 10:45pm
  - 3<sup>rd</sup> shift: 10:45pm – 6:45am

The following job titles are not eligible for shift differential: Principal Clerk, Senior Account Clerk, Cook (Corrections), Senior Typist, Courier, Clerk, and Clerk/Typist.

**ARTICLE 19**  
**SENIORITY**

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

**ARTICLE 20**  
**CALL OUT PAY**

**Section 1 - Generally**

Employees shall be guaranteed a minimum of four (4) hours pay (straight time) when called out to work at a time when the employee is not scheduled to work, provided the call out is in accordance with the rules and regulations of the Sheriff. The hours worked will be paid at the

employee's regular rate of pay and eligible for overtime as provided for in Article 17, Section 4 of this agreement.

**Section 2 - Work Before or After Scheduled Shift**

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

**ARTICLE 21**  
**BEREAVEMENT LEAVE**

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

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

**ARTICLE 22**  
**TUITION ASSISTANCE**

**Section 1 - Purpose**

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

**Section 2 - Eligibility**

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

**Section 3 - Applications**

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

**Section 4 - Conditions**

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

### **Section 5 - Reimbursement**

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

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

### **Section 6 - Appeal of Denials**

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

## **ARTICLE 23 PERSONAL PROPERTY DAMAGE**

The employer agrees to repair, replace, or compensate any full-time or part-time employee who has his/her prescription eye glasses or wrist watch damaged, destroyed or rendered unusable as a result of the performance of his/her duties as directed by the employer. Employee must submit receipts for above costs, and compensation will be paid only after approval by the Sheriff, and will not exceed \$250.00 per incident per employee.

## **ARTICLE 24 GRIEVANCE PROCEDURE**

### **Section 1 - Definition of Grievance**

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

### **Section 2 - Grievance Procedure**

The contract grievance procedure shall be as follows:

- (a) **Step 1.** An employee or the Union shall, as a condition precedent to the grievance procedure, present the grievance in writing to the Sheriff with a copy to the County Administrator on the grievance form previously adopted by the parties not later than ten

(10) business<sup>5</sup> days after the date on which the employee knew or could have reasonably known that the act or omission giving rise to the grievance occurred. The Sheriff shall take the steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee and the Union, in writing ten (10) business days following the date of submission.

- (b) **Step 2.** In the event the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the County Administrator in writing within ten (10) business days of the receipt of the Step 1 decision. Such appeal shall contain a concise statement of the grievance and a specific reference to the section of this Agreement which is claimed to have been violated. The County Administrator and the Sheriff, or their designees, will meet with a representative of the Union and the aggrieved employee by the end of the tenth (10th) business day following the day on which the appeal was received. The County Administrator shall issue a written decision within ten (10) business days after the meeting and provide the Union with a copy of this decision.
- (c) **Step 3.** The Union shall have fifteen (15) business days to appeal an unsatisfactory decision at Step 2 to Arbitration. A demand for arbitration shall be filed with the American Arbitration Association. Compliance with the time limit for submitting a notice of intent to arbitrate shall be a condition precedent to arbitration. The cost of such arbitration and the hearing room shall be borne equally by the County and the Union, all other costs of arbitration shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. The arbitration decision shall be final and binding on the parties.

### **Section 3 - Failure to Reply**

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

## **ARTICLE 25** **DRUG AND ALCOHOL TESTING**

**Section 1 - Substances.** Employees may be tested for steroids and any and all substances (alcohol and drugs) specified by the United States Department of Transportation (or any successor agency) in connection with the drug and alcohol testing of persons who possess commercial drivers' licenses and who are performing safety sensitive functions.

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

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

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<sup>5</sup> "Business days" as used in this Article shall mean Monday through Friday, excluding holidays. Holidays are those days specified as holidays in Article 9, §1 of this agreement for those who work a Monday through Friday schedule, other than floating holidays.

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

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

1. Observable phenomena such as direct observation of illegally using or possessing drugs and/or physical symptoms of being under the influence of a controlled substance.
2. Observable phenomena such as direct observation of the use or possession of alcohol while on duty and/or physical symptoms of being under the influence of alcohol while on duty.
3. A pattern of abnormal conduct or erratic behavior.
4. Arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking.
5. Arrest or conviction for an alcohol related offense committed during on duty time.
6. Information provided either by reliable and credible sources or from other sources independently corroborated.

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

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

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

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

**Notice of Requirement to Submit to Testing.** The Sheriff or his designee will instruct the employee to report for testing. The employee will be informed of when and where to report for such testing. Employees will not be called in for random testing during non-working hours of the employee. This does not preclude reasonable suspicion or post-accident testing of an employee when not on duty. If an employee is being sent for reasonable suspicion testing, the employee may request information regarding the basis of the suspicion. Such information shall be provided to the employee in writing no later than two business days<sup>6</sup> after the request.

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<sup>6</sup> "Business days" shall mean Monday through Friday, excluding holidays.

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

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

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

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

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

**Results.** The testing agent will notify the employer of the final test results. If necessary, the employee will sign a release and/or authorization acceptable to Safe Driver Solutions

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

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

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

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

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

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

complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements established by the SAP after consultation with the treatment professional. Otherwise, the employee may be discharged. Discharge in such circumstances will not be subject to challenge or review under the grievance and arbitration procedures of Article 24 of this Agreement or any other procedure, including, but not limited to Section 75 of the Civil Service Law.

**First Offense – Drug.** After the first positive drug test which is unchallenged as provided herein or confirmed after challenge, the employer may discharge the employee. The Employer’s determination will not be subject to challenge or review under the grievance and arbitration procedures of Article 24 of this Agreement or any other procedure, including, but not limited to Section 75 of the Civil Service Law.

**Other Offense.** For subsequent offenses, the employer may discharge the employee immediately. The Employer’s determination will not be subject to challenge or review under the grievance and arbitration procedures of Article 24 of this Agreement or any other procedure, including, but not limited to Section 75 of the Civil Service Law.

**Leave During Treatment.** An employee may use accruals of sick, vacation, holiday and personal time to receive pay while seeking treatment, otherwise this period of time will be a leave without pay. Employees in treatment for alcohol problems may be eligible for use of sick leave bank if otherwise eligible under its provisions. Employee health benefits shall remain in effect during any periods of paid absence.

**Section 5 - Voluntary Requests for Assistance.** Voluntary requests for assistance with respect to alcohol problems will not be subject to discipline for first requests provided the request is made before: (1) notice of testing is given to the employee, (2) the occurrence of an accident, or (3) arrest for an alcohol related offense. The provisions of this section do not apply to drug related requests.

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

## **ARTICLE 26**

### **LAY OFF**

**Section 1 - Notice of Lay Off.** Any employee to be laid off will receive no less than 15 calendar days’ notice, such notice is to be delivered by hand by a ranking officer or by registered mail.

**Section 2 - Competitive Class Employees.** Layoffs of competitive class employees will be handled pursuant to the Civil Service Law. When any other full time employee within any classification or title is laid off due to a reduction in the workforce, he or she may displace another employee serving in the same job classification or title, or lower classification or title which is not in the competitive class, providing the displacing employee has greater seniority than the employee whom he or she displaces. If a non-competitive class permanent employee is

displaced from a position for which there is no lower level occupied position which is not in the competitive class, he or she, if he or she so desires, may exercise his or her seniority to displace another employee with the least seniority who is serving in any lower position which is not in the competitive class.

## **ARTICLE 27** **207-C POLICY**

**Section 1 - Purpose:** The purpose of this policy is to set forth the procedures by which the Livingston County Sheriff's Office will comply with the requirements of General Municipal Law ("GML") section 207-c. This section provides certain law enforcement personnel with compensation when they suffer from disabling injuries or illnesses which resulted from the employee's line of duty work. It is not the intent of this policy to provide compensation beyond that which is required by the statute, nor should any provision of this policy be construed to provide any compensation not required by the statute. Nothing herein shall be construed as a limitation of the rights granted by this statute to Livingston County.

**Section 2 - Policy:** The Livingston County Sheriff's Office will comply fully with the requirements of GML section 207-c.

**Section 3 - Procedure:** The exclusive procedure for handling GML section 207-c claims is as follows:

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

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

a. **An employee injured in the line of duty shall:**

i. Immediately<sup>7</sup> report the injury and the incident causing the injury to his/her immediate supervisor;

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<sup>7</sup> "Immediately" as used in 3.2(a)(i) and (b)(i) shall mean reporting:

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

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

- ii. Ask the supervisor to respond to the scene of the injury to conduct an investigation;
  - iii. Submit a written report concerning all of the details of the injury along with any other pertinent reports of the incident within 24 hours, unless extenuating circumstances prevent the officer from making such report within 24 hours, in which event the report shall be submitted as soon as possible; and
  - iv. Submit within thirty (30) days from the date of injury an application for benefits on a form provided by the Sheriff upon the employee's or Union President's request. The completed form must be provided to the Sheriff. Failure to apply within this time limit shall constitute a waiver of the claim and a bar to the receipt of benefits under this policy for the injury or illness. The President of the Union may submit an application on behalf of an injured employee.
- b. An employee taken sick as a result of the performance of duty shall:
- i. Immediately report the illness to his/her supervisor and inform the supervisor in writing that he/she is requesting 207-c benefits, and
  - ii. Submit within thirty (30) days from the date of discovery of illness an application for benefits on a form provided by the Sheriff upon the employee's or the Union President's request. The completed form must be provided to the Sheriff. Failure to apply within this time limit shall constitute a waiver of the claim and a bar to the receipt of benefits under this policy for the injury or illness.

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

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

4. **Benefit Determination.** An application for the benefits of GML section 207-c shall be processed as follows. An individual seeking benefits must demonstrate by substantial evidence his/her entitlement to them. The administrator shall promptly review an application

timely made and any other pertinent documents or evidence available and promptly render a determination. If a determination is made that the injury occurred in the performance of duty or that the sickness is a result of the performance of duty, the administrator shall direct payment of the full amount of regular salary or wages and shall insure municipal responsibility for the reasonable and customary cost of treatment and hospital care associated with the injury or illness. A written notice of such a determination by the administrator shall be provided to the law enforcement officer. The payment of regular salary or wages and medical expenses may be discontinued as provided by GML section 207-c.

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

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

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

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

8. **Appeals.** Any final determinations made by the administrator regarding an employee's eligibility or continued eligibility for 207-c benefits or light duty shall be subject to review by the County Ways and Means Committee. An employee may request such a review by completing an appeal form and mailing or delivering it within twenty (20) days after notice of

denial or discontinuance of benefits, or assignment to light duty to the Chairman of the Ways and Means Committee, with copies to the Livingston County Sheriff and County Administrator. Appeal forms may be obtained upon request from the Livingston County Sheriff. Mailing/delivery shall be made to the Chairman of the Ways and Means Committee and the County Administrator at 6 Court Street, Room 302, Geneseo, New York 14454, and to the Sheriff at 4 Court Street, Geneseo, New York 14454. Failure to appeal within this time will bar any further claims or challenges by the employee with respect to such action. Decisions of the County Ways and Means Committee may be appealed as provided by Article 78 of the Civil Practice Law and Rules.

9. **Termination of Benefits.** Benefits will be terminated if an employee fails or refuses to: authorize release of his/her medical history, participate in light duty, participate or cooperate in medical examinations, or participate or cooperate in prescribed treatment or care. If an employee appeals an assignment to light duty pursuant to the provisions of paragraph 8, above, such shall not constitute grounds for termination of benefits while such an appeal is pending. However, if it is subsequently determined that the light duty assignment was appropriate, the employee shall forfeit accrued leave time equivalent to the time period for which the employee should have been performing light duty.

## **ARTICLE 28**

### **TRANSFERS FROM LCCOPS OR CSEA UNIT**

#### **Section 1 – Application of this Article**

This Article shall apply only to employees of the Sheriff's Office who move from a full-time position under the Livingston County Coalition of Patrol Services ("LCCOPS") contract or the Civil Service Employees Association full-time employee unit ("CSEA") contract directly to a full-time position under this Agreement. Such employees' dates of hire and benefits will be handled as described in Sections 2 through 4 of this Article.

#### **Section 2 – Date of Hire**

The employee will retain his/her most recent full-time date of employment with the County.

#### **Section 3 – Benefits**

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

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

#### **Section 4 – Longevities**

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

### **ARTICLE 29** **DEFERRED COMPENSATION**

#### **Section 1 – Deferred Compensation Plan.**

Full- and part-time, permanent employees may participate in the Employer's deferred compensation plan. Such participation shall be voluntary. The Employer may provide payroll deduction for such participation. The Employer shall have no obligation to contribute to an employee's deferred compensation plan account.

#### **Section 2- Deferred Compensation Match Plan.**

A. The County will maintain an IRC §401(a) plan to provide for employer matching of bargaining unit member's deferred compensation plan contributions, with the match not to exceed two percent (2%) of an employee's wages per pay period. Matching contributions shall be subject to all applicable legal limits and requirements, including those necessary to maintain the status of the plan. The County has the unilateral right, in its sole discretion, to: determine details of the plan; determine the plan administrator (if any); and make any other decisions and take any other actions necessary to maintain and administer such plan which are not inconsistent with the specific provisions of this Section.

B. Full-time bargaining unit members hired before January 2, 2008, may elect to participate in the §401(a) plan if they make an irrevocable waiver of their right to retiree health insurance benefits under Article 10. Such an election and waiver must be made on established forms which must be filed with the County Human Resources Department.

C. Full-time bargaining unit members hired on or after January 2, 2008, will be eligible for participation in the §401(a) plan after completing one year of full-time employment within the bargaining unit with no break(s) in service. Such an election must be made on the established form which must be filed with the County Human Resources Department.

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

accordance with County policies and practices, and failure to make such payment shall result in permanent loss of the right to health insurance coverage through the County.

## **ARTICLE 30** **AGREEMENT**

### **Section 1 - Good Faith Bargaining**

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

### **Section 2 - Entire Agreement**

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

### **Section 3 - Severability**

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

### **Section 4 - Reopening Negotiations**

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

## **ARTICLE 31** **DURATION**

This Agreement and any written amendments agreed upon and executed by the parties made and annexed hereto shall continue in full force and effect through and including December 31, 2025, and unless written notice is given at least one hundred and twenty (120) days but no more than one hundred and fifty (150) days prior to December 31, 2025, by either party requesting a change or termination of the same, then it shall continue in effect from year to year.

**ARTICLE 32**  
**SNOW DAY POLICY**

**A. Definition of Snow Day.**

A “snow day” occurs when all Livingston County roads are closed by the Livingston County Sheriff due to severe inclement weather or other County-wide disaster. A snow day shall last from the time the Sheriff announces that the roads are closed until one hour after the Sheriff announces that the roads are open.

**B. Employee Responsibilities on Snow Days.**

There are two groups of employees: (1) essential employees, and (2) non-essential employees. Essential employees will be designated by the Sheriff, and a list of essential employees will be posted in the department. Essential employees may be designated by job titles or employee names. The list may be modified by the Sheriff as needed. All employees/job titles not on the list are non-essential employees. If the Sheriff does not post a list, all departmental employees are non-essential. A copy of the essential employee lists shall be provided to the LCDSC Local President for information purposes by the Sheriff upon creation or revision.

Essential employees are required to report as scheduled for duty on all snow days. Non-essential employees are not required to report for duty on snow days.

**C. Compensation on Snow Days.**

1. Employees Who Work. An employee who works on a snow day shall receive normal pay for all time worked as provided under this agreement.
2. Employees Reporting to Work within One-half Hour. If an employee makes diligent efforts to report to work on time, and reports to work within one-half hour of his/her scheduled start time, the employee will be paid for the missed time as if he/she had worked.
3. Employees Reporting to Work more than One-half Hour Late.
  - a. **Essential Employees.** If an essential employee reports to work more than one-half hour late, the employee will not be paid for the missed work time unless he/she made diligent efforts to report on time, but could not. If an essential employee made diligent efforts, he/she must choose a payment option for all of the missed work time.
  - b. **Non-essential Employees.** Non-essential employees who report to work more than one-half hour late must choose a payment option for all of the missed work time.
4. Employees Leaving Work Early – Personal Choice. If an employee leaves work early by his/her own decision, with authorization from the employee’s supervisor, the employee must choose a payment option for the missed work time. If an employee leaves work without authorization, the employee will not be paid for the missed work time.
5. Employees Leaving Work Early – County’s Choice. If an employee is directed to leave work early by the Sheriff or his/her designee, the employee will be paid for his/her entire scheduled work shift as if he/she had worked.
6. Employees who Fail to Report for Work.

- a. **Essential Employees.** If an essential employee fails to report to work, the employee will not be paid unless he/she made diligent efforts to report to work, but could not. If an essential employee made diligent efforts to report, he/she must choose a payment option for the missed work time.
  - b. **Non-essential Employees.** Any non-essential employee who fails to report to work for any part of the scheduled shift must choose a payment option for the missed work time.
7. Employees Required to Work Beyond End of Shift. Any employee who is required by the County to work beyond the end of his/her shift shall be paid for all time worked pursuant to this Agreement. Any breaks or rest periods of less than five hours in duration which the employee spends at the workplace between active periods of work shall be treated as time worked; however, any meal periods which are normally unpaid, shall continue to be unpaid.
8. Payment Options for Missed Work Time. An employee who misses work time and must choose a payment option may choose from among the following:
- a. **Flex Time.** The employee may request to work at another time during the same pay period as the snow day. Such a request will be considered by the Sheriff in his/her sole discretion. If a flex time request is denied, the employee must choose another payment option.
  - b. **Leave Accruals.** Employees may use any one or more of the following accruals in order to receive pay for missed work time: vacation, personal leave, floating holidays, and sick leave.
  - c. **Authorized Absence without Pay.** An employee with leave accruals may elect to forego pay for the missed work time. An employee without leave accruals will not receive pay for the missed work time.

**D. Excusing Absence/Tardiness.**

- 1. Essential Employees. The absence or tardiness of an essential employee will be excused if the employee made diligent efforts to report to work as scheduled but was unable.
- 2. Non-Essential Employees. The absence or tardiness of a non-essential employee will be excused on snow days.

**E. Diligent Efforts to Report to Work.**

Any employee who claims that he/she made diligent efforts to report to work as scheduled shall complete a “Diligence Statement” and submit it to the Sheriff within one week from the date of the snow day. Diligence Statement forms will be supplied to employees upon request by the Sheriff.

**F. Illness or injury on Snow Day.**

If an essential employee is unfit for duty on a snow day due to his/her own illness or injury, the employee must provide a statement from the employee’s health care professional which indicates that in that professional’s opinion, the employee was unfit for work on the snow day. If the employee provides such a statement within two business days after the snow day, the employee will be permitted to use sick time for the absence. If an employee is on a pre-approved medical or FMLA leave of absence on the date of the snow day or if the employee was absent on the day preceding the snow day due to his/her illness or injury, the employee will not be required to

provide a health care professional statement in order to use sick time for the absence. (“Health care professional” as used herein means a doctor, registered physician’s assistant, nurse practitioner, or other medical professional authorized by New York State Law to diagnose and treat medical conditions.)

**G. Authorization to Send Employees Home.**

The Sheriff, or his/her designee, is authorized to direct employees to leave work early on a snow day only if he/she has received express authorization from the County Administrator or, in his absence, from the Chairman of the Board of Supervisors.

**H. Announcement of Road Closings.**

The County will designate certain radio and/or television station(s) for the announcement of County-wide road closings. The County will make a good faith effort to provide information regarding such road closings to the designated station(s) promptly after such closings take effect. The County will request that such station(s) announce the road closings, but shall have no responsibility for insuring that such announcements take place or for the accuracy of such announcements. Neither the timing of a public announcement nor the failure to announce shall have any effect on when a snow day occurs.

**Designated Radio Stations**

93.5 FM	WDNY
1400AM	WDNY
1140AM	WCJW
1040 AM	WYSL
1180AM	WHAM

**Designated TV Stations**

WROC Channel 8
WHEC Channel 10
WHAM Channel 13

**JOB TITLES AND WAGE GRADES**

<b>GRADE</b>	<b>TITLE</b>
14	Corrections Sergeant Registered Professional Nurse
13	Corrections Corporal
12	Corrections Officer Emergency Communications Specialist Senior Civilian Dispatcher
11	Civilian Dispatcher
10	Principal Clerk
9	Senior Account Clerk Cook (Corrections)
7A	Senior Typist
5	Courier
2	Clerk Clerk/Typist

**2023 RATE SCHEDULE**

<b>Grade</b>	<b>Base</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Increment</b>
1	\$17.37	\$18.03	\$18.69	\$19.41	\$20.05	\$20.72	\$0.53
2	\$17.09	\$17.85	\$18.52	\$19.38	\$20.12	\$20.87	\$0.56
3	\$18.14	\$18.93	\$19.62	\$20.44	\$21.15	\$21.91	\$0.57
4	\$18.47	\$19.38	\$20.14	\$20.88	\$21.69	\$22.52	\$0.58
5	\$19.29	\$20.05	\$20.81	\$21.64	\$22.37	\$23.17	\$0.59
6	\$20.49	\$21.35	\$22.15	\$22.87	\$23.68	\$24.36	\$0.61
7	\$21.40	\$22.27	\$23.09	\$23.88	\$24.68	\$25.49	\$0.68
7A	\$20.04	\$20.87	\$21.68	\$22.47	\$23.29	\$24.10	\$0.63
9	\$21.66	\$22.47	\$23.37	\$24.20	\$25.19	\$26.01	\$0.70
10	\$22.33	\$23.29	\$24.22	\$25.23	\$26.18	\$27.14	\$0.82
11	\$25.32	\$26.47	\$27.64	\$28.78	\$29.93	\$31.08	\$1.01
12	\$26.35	\$27.64	\$28.82	\$30.00	\$31.19	\$32.38	\$1.04
13	\$28.21	\$29.54	\$31.06	\$32.32	\$33.58	\$34.83	\$1.10
14	\$30.05	\$31.47	\$32.81	\$34.17	\$35.52	\$36.85	\$1.18
15	\$30.02	\$31.49	\$32.98	\$34.40	\$35.80	\$37.24	\$1.23
16	\$32.04	\$33.54	\$35.05	\$36.65	\$38.18	\$39.65	\$1.26
17	\$34.51	\$36.21	\$37.92	\$39.62	\$41.33	\$43.05	\$1.47

**2024 RATE SCHEDULE**

<b>Grade</b>	<b>Base</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Increment</b>
1	\$17.89	\$18.57	\$19.25	\$19.99	\$20.65	\$21.34	\$0.53
2	\$17.60	\$18.38	\$19.08	\$19.96	\$20.72	\$21.49	\$0.56
3	\$18.68	\$19.50	\$20.21	\$21.05	\$21.79	\$22.57	\$0.57
4	\$19.02	\$19.96	\$20.74	\$21.50	\$22.34	\$23.20	\$0.58
5	\$19.87	\$20.65	\$21.44	\$22.28	\$23.04	\$23.86	\$0.59
6	\$21.11	\$21.99	\$22.81	\$23.55	\$24.39	\$25.09	\$0.61
7	\$22.04	\$22.93	\$23.78	\$24.60	\$25.43	\$26.25	\$0.68
7A	\$20.64	\$21.49	\$22.33	\$23.14	\$23.99	\$24.82	\$0.63
9	\$22.31	\$23.14	\$24.07	\$24.93	\$25.94	\$26.79	\$0.70
10	\$23.00	\$23.99	\$24.95	\$25.99	\$26.97	\$27.95	\$0.82
11	\$26.08	\$27.27	\$28.47	\$29.65	\$30.83	\$32.02	\$1.01
12	\$27.14	\$28.47	\$29.68	\$30.90	\$32.13	\$33.35	\$1.04
13	\$29.05	\$30.43	\$31.99	\$33.29	\$34.58	\$35.87	\$1.10
14	\$30.95	\$32.41	\$33.79	\$35.19	\$36.59	\$37.96	\$1.18
15	\$30.92	\$32.43	\$33.97	\$35.43	\$36.88	\$38.35	\$1.23
16	\$33.00	\$34.55	\$36.10	\$37.75	\$39.32	\$40.84	\$1.26
17	\$35.54	\$37.30	\$39.06	\$40.81	\$42.57	\$44.34	\$1.47

**2025 RATE SCHEDULE**

<b>Grade</b>	<b>Base</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Increment</b>
<b>1</b>	\$18.42	\$19.13	\$19.83	\$20.59	\$21.27	\$21.98	\$0.53
<b>2</b>	\$18.13	\$18.93	\$19.65	\$20.56	\$21.34	\$22.14	\$0.56
<b>3</b>	\$19.24	\$20.08	\$20.82	\$21.68	\$22.44	\$23.25	\$0.57
<b>4</b>	\$19.59	\$20.56	\$21.36	\$22.15	\$23.01	\$23.90	\$0.58
<b>5</b>	\$20.47	\$21.27	\$22.08	\$22.95	\$23.74	\$24.58	\$0.59
<b>6</b>	\$21.74	\$22.65	\$23.50	\$24.26	\$25.12	\$25.85	\$0.61
<b>7</b>	\$22.70	\$23.62	\$24.50	\$25.34	\$26.19	\$27.04	\$0.68
<b>7A</b>	\$21.26	\$22.14	\$23.00	\$23.84	\$24.71	\$25.56	\$0.63
<b>9</b>	\$22.98	\$23.84	\$24.79	\$25.68	\$26.72	\$27.60	\$0.70
<b>10</b>	\$23.69	\$24.71	\$25.70	\$26.77	\$27.78	\$28.79	\$0.82
<b>11</b>	\$26.86	\$28.08	\$29.32	\$30.54	\$31.75	\$32.98	\$1.01
<b>12</b>	\$27.96	\$29.32	\$30.57	\$31.83	\$33.09	\$34.35	\$1.04
<b>13</b>	\$29.92	\$31.34	\$32.95	\$34.29	\$35.62	\$36.95	\$1.10
<b>14</b>	\$31.88	\$33.39	\$34.80	\$36.25	\$37.69	\$39.10	\$1.18
<b>15</b>	\$31.85	\$33.41	\$34.99	\$36.50	\$37.98	\$39.50	\$1.23
<b>16</b>	\$33.99	\$35.59	\$37.19	\$38.88	\$40.50	\$42.07	\$1.26
<b>17</b>	\$36.61	\$38.41	\$40.23	\$42.04	\$43.85	\$45.67	\$1.47

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 15 day of March, 2023.

**COUNTY OF LIVINGSTON**

By:



**David L. LeFeber, Chairman**

Board of Supervisors

Date: 3/15/23



**Ian M. Coyle**

County Administrator

Date: 02/15/23

**LIVINGSTON COUNTY DEPUTY SHERIFFS COALITION**

By:



**Dan Quibell**

President

Date: 3/15/23

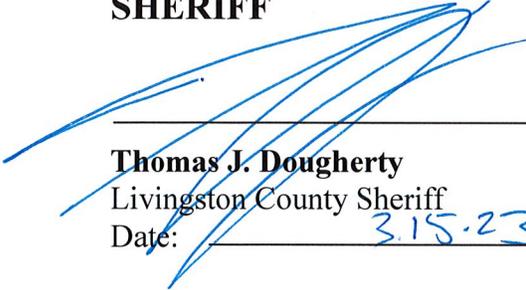


**Jeremy Slocum**

Vice President

Date: 3/15/23

**SHERIFF**



**Thomas J. Dougherty**

Livingston County Sheriff

Date: 3.15.23

## **APPENDIX A**

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

## DILIGENCE STATEMENT

### Efforts to Report on Snow Day

1. Employee Name: \_\_\_\_\_

2. Date of Snow Day: \_\_\_\_\_

3. On the snow day you

- Reported to work late
- Did not report to work

4. Time of scheduled work shift

Start time: \_\_\_\_\_

End time: \_\_\_\_\_

Time of your arrival at work (if applicable): \_\_\_\_\_

5. Your normal commute to work takes: \_\_\_\_\_ minutes.

6. On the snow day, you began your commute to work at \_\_\_\_\_ a.m./p.m.

7. Fully describe the efforts you made to: (1) report to work on time (If you were late), or (2) report to work (if you failed to report for any part of your scheduled shift), and the reasons why you were unable:

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[Continue response on back of form if necessary.]

8. Date of Statement: \_\_\_\_\_

9. Signature: \_\_\_\_\_