# AGREEMENT BETWEEN

# THE COUNTY OF ALLEGANY AND

# ALLEGANY COUNTY DEPUTY SHERIFF'S ASSOCIATION LOCAL 3989

# COUNCIL 82

# JANUARY 1, 2025-DECEMBER 31, 2028

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## PREAMBLE

This agreement, entered into by the County of Allegany, New York hereinafter referred to as the Employer, and the Allegany County Deputy Sheriff's Association, Local 3989, Council 82, American Federation of State, County and Municipal Employees AFL-CIO, Bargaining Unit, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent, for the purpose of bargaining for terms and conditions of employment, for all full time employees of Allegany County Sheriff's Department in titles defined in Appendix A except part-time employees, temporary, managerial, confidential and seasonal employees. The Employer hereby grants the Union unchallenged representation for the periods as described in the Public Employment Act.

## ARTICLE II - UNION SECURITY

**Section 1. Dues and Insurance Checkoff**

(a) The Employer agrees to deduct union dues and insurance premiums in accordance with lists furnished by the Union and accompanied by authorization cards. Such dues and insurance premiums will be deducted on a bi-weekly basis of twelve (12) equal amounts from one paycheck each month in the calendar year, beginning with the first pay period after such notice is received.

(b) The total of all payroll period deductions shall be remitted each month through the financial officer designated by the Union. This remittance shall be made ten (10) days after the pay date.

(c) Dues and insurance premium authorization cards for checkoff will remain in force until and employee leaves the employ of the County, or until the employee submits, in writing, a request to have payroll deductions stopped.

(d) Any change in the amount of the Union Dues to be deducted must be certified by the Union, in writing, and be forwarded to the Employer.

(e) Payroll deductions of Union Dues under the properly executed authorization for payroll deduction of Union Dues forms shall be deducted by the next full pay period, if possible, and each pay period thereafter, from the pay of the employee.

(f) The aggregate total of all such deductions shall be remitted each month to the designated officer of the Union together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

(g) Revocation of authorization cards shall be subject to conditions contained thereon.

**Section 2. Bulletin Boards**
The Employer agrees to allow the Union use of designated bulletin boards for the purpose of posting Union notices and news; provided the bulletin board is kept orderly and timely.

**Section 3. Access to Premises**
The Employer agrees to permit representatives of the Union to enter the premises of the Employer during working hours to conduct Union business provided such activity does not interfere with the performance of the duties assigned to the employees. The representative shall notify the Sheriff or his designee before entering County Premises.

**Section 4. Notification of New Employees**
A list of new employees will be supplied to the union by the Employer upon a change.

**Section 5. Union Officers**
The Union President, Executive Board, and other Union Officers shall be granted reasonable time off without loss of time or pay to conduct Union business, providing the Sheriff is notified. Additional personnel may be granted such time completely at the Sheriffs discretion.

**Section 6. Negotiations**
The Union Negotiating committee shall not exceed four (4) people.

## ARTICLE III - HOURS OF WORK

**Section 1. Regular Hours**
The regular hours of work each day shall be consecutive.

**Section 2. Work Week**
The work week shall consist of an average five (5) days, Monday through Sunday, inclusive. The work week for Deputies, Correction Officers, the Sheriffs Clerks and the Cooks shall be forty (40) hours, including meal period.

**Section 3. Work Day**
Eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute the regular work day.

**Section 4. Work Shift**
All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time except as may be otherwise stated elsewhere within this Agreement. The work shift of an employee may be changed, providing a minimum of one hundred and twenty (120) hours' notice be given said employee.

**Section 5. Work Schedule**
Present work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

**Section 6. Rest Period**
Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the discretion of the Sheriff as near as possible to the middle of each one-half shift.

**Section 7. Work Report**
(a) If, during an employee's regular hours of work it is found that, because of a natural disaster or weather conditions, it is necessary to be sent home prior to the end of their regularly scheduled shift, such employees shall suffer no loss of time or pay.

(b) If County Departments are not officially closed and an employee cannot come to work because of severe weather conditions, they may charge the time off to compensatory time, accumulated personal or vacation leave.

(c) When it is necessary to be late or absent, your department supervisor is to be notified immediately, the Officer receiving such notification shall cause to be made an entry in the current timekeeping controls.

**Section 8. Time and Attendance System**
The Parties agree and acknowledge that the County will be free to implement its new time and attendance system during the period of the contract, and the Parties further agree to meet to discuss the implementation of the same when appropriate.

## ARTICLE IV - REPORTING TIME

**Section 1. Show up Time**
(a) Any employee who. is scheduled to report for work and who presents himself/herself for work as scheduled, shall be assigned work on the job for which he/she was scheduled to report.
(b) If work on the job is not available, and the employee is excused from duty, he/she shall be paid at his/her regular rate for four (4) hours' work. If the employee works any part of the four (4) hours, then he/she shall be paid for the entire day.

**Section 2. Call Time**

(a) Any employee called in for emergency duty in addition to outside of his/her regular scheduled shift shall have available to him/her a minimum of four (4) hours of work for which the employee will be paid at the rate of time and one-half (1 1/2). In the event the employee requests to leave before the four (4) hour minimum is satisfied, and the Sheriff agrees, the employee shall only receive pay for the time actually worked.

(b) Under no circumstances shall an employee be sent home during his/her regular shift for the purpose of recalling such employee to work another work shift which either begins at the end of the employee's regular work shift or any time thereafter.

**Section 3. Premium Rates of Pay**

(a) Overtime is any hours worked in excess of forty (40) inclusive of paid leave. Time and one-half (1 1/2) of the employee's regular hourly rate of pay shall be paid for all work performed in excess of the regular scheduled hours in any workday; all work performed in excess of the normal schedule in any workweek.

(b) Any employee required to work four (4) hours of overtime following his/her regular full day shall be granted one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

(c) Compensatory time is any premium pay, not paid to an employee by the department head, for hours worked on holidays, overtime. Employees shall receive compensatory time at time and one-half (1 1/2) for all overtime and holidays worked. The employee's request for time off shall not be unreasonably denied, however, the minimum staffing must be covered. If it is necessary to limit the number of employees on compensatory time, it shall be done on the basis of seniority. Employee compensatory time earned in any calendar year and unspent at the end of that calendar year shall be paid at the rate earned and not carried over into the following calendar year.

(A) Compensatory time may be accumulated at employee's option, not to exceed 240 hours for any calendar year to be used for time off for employees hired before December 23, 2011, and 160 hours for employees hired on or after December 23, 2011. Compensatory time cannot be rebuilt once used. Beginning January 1, 2016, accumulated compensatory time for employees hired before December 23, 2011, may not exceed 210 hours; not to exceed 180 hours beginning January 1, 2017; and not to exceed 160 hours beginning January 1, 2018. Effective January 1, 2028, compensatory time may be accumulated at employee's option, not to exceed 152 hours. This time may be used for time off or cashed out.

(B) Compensatory time may be banked to an additional 80 hours. The time may not be used for time off. Any compensatory time that is designated to the bank may be cashed in on any pay period at rate earned.

(C) The compensatory time described in Sections (A) and (B) above is not rebuildable within a year.

(D) Compensatory time shall be used in increments of one-half (1/2) hour.

**Section 4. Distribution**

(a) The Employer shall attempt to distribute work equally to qualified employees. The distribution of overtime shall be equalized as nearly as possible with each opportunity offered, and will be reset by seniority on January 1, April 1, July 1, and October 1 of each year. Overtime will be considered distributed for these purposes when the employee elects to accept the overtime shift, even if he or she ultimately does not work the overtime for whatever reason.

(b) A record of the overtime hours worked by each employee shall be available to all staff through the current timekeeping system.

1. No overtime work shall be accepted by any employee within the same calendar day after an employee did not report for his/her regularly scheduled shift as a result of having called in sick. An employee may be released from this restriction for a doctor's appointment, pre-approved, prior to the work day overtime is on, by the employees' immediate supervisor. The doctor's appointment may only be a maximum of four (4) hours. The employee must work the remaining portion of their regularly scheduled shift.

(c) Jail - If a full time employee takes a vacation day, comp time, personal day, military leave, bereavement leave, leave of absence, or takes a holiday off or is unavailable because of non-mandatory training (including, but not limited to, the non-mandatory training identified in Appendix B hereto), and the Sheriff or his designee approves coverage of that time, the Sheriff will cover that time by:

1. Using the part-time list until that is exhausted. No overtime will be offered to part-time employees before it has been offered to full-time employees.

2. Using the full-time list according to the overtime list.

If a full-time employee is out of work due to an actual or proposed suspension or termination, and the Sheriff or his designee approves coverage of that time, the Sheriff will cover that time by:

1. Using the full-time list according to the overtime list for the first 90 days;

2. And then using the part-time list.

If a full-time employee takes a sick day, is unavailable due to mandatory training (including, but not limited to, the mandatory training identified in Appendix B hereto), or extra manpower is needed, and the Sheriff or his designee approves coverage of that time, the Sheriff will cover that time by:

1. Using the full-time list according to the overtime list;

2. And then using the part-time list.

(d) Disability & Worker's Compensation
When a full-time employee is hurt off the job and has to use their sick time before disability can commence, and the Sheriff or his designee approves coverage of that time, the Sheriff will cover that time by:

1. Using the full-time list according to the overtime list;
2. And then by using the part-time list.

When a full-time employee is injured on the job and worker's compensation starts immediately, with exception of employees with correction officer status, and the Sheriff or his designee approves coverage of that time, the Sheriff will cover that time by:

1a. Using part-time list until that's exhausted. And no overtime will be offered to part-time employees before it has been offered to full-time employees.

2a. Using the full-time list according to the overtime list.

**Section 5. Overtime Work**
All employees are expected to work a fair share of the overtime. Overtime work shall first be offered to the employees at the employee's option. If the Sheriff or his designee is unable to fill an overtime shift through the other allowed procedure in this agreement, a full-time employee may be mandated to work. The following procedure will be utilized to fill this opening to meet the minimum staffing requirements.

1. Employees will be called in from the mandatory overtime list. This list will be established on an inverse seniority basis with the lowest employee in seniority being number one on the list to call. However, once you have been mandated to work your name would drop to the bottom of the mandatory list. Any employee on a paid leave day would not be called for mandatory overtime. Their position on the list would not be affected.

2. Employees mandated on Thanksgiving and Christmas holidays to work a full shift, shall receive an additional four (4) hours at straight time.

3. If the minimum requirement for supervision, according to the Commission of Corrections Standard is not met by utilizing the mandatory list, the Sheriff may mandate the required supervisor(s) from the unit list.

**Section 6. Overtime Pay**
All overtime worked shall be paid for promptly, no later than the next regular payroll check.

**Section 7. Shift Swap**
With the approval of his or her supervisors, an employee may swap a work shift or day off with another employee without charge to any accrued time. Approved shift swaps will not cause or impose the need for paying overtime, compensatory time off, additional shift differential or the need to replace another employee or position.

Shift swaps must be completed during the same pay period. If an employee fails to show up for a swap for any reason, the employee will be charged eight (8) hours' time from his/her leave credit for that shift swap, unless he/she has arranged for another employee to cover. The last documented employee responsible to cover the swap will be charged the 8 hours if a no-show.

If an employee that is designated to work according to approved shift swap request fails to show up for a swap and lacks the eight hours of leave credit to be charged, the employee may be subject to discipline.

## ARTICLE V - SENIORITY

**Section 1. Definition**
Seniority means an employee's length of continuous, full time service with the Employer since his/her last date of hire.

**Section 2. Probation Period**

(a) All new employees hired shall be considered as probationary employees and subject to Rule XIV of the Allegany County Civil Service Rules. In no circumstances, however, will an employee's probationary period end before he or she has completed all required training, except insofar as the continuation of the probationary period is not permitted by the Civil Service Rules.

(b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours, and other conditions as set forth under Article I of this Agreement.

**Section 3. Seniority Lists**
The Employer shall produce and maintain a seniority list annually, and whenever a change to the seniority list occurs.

**Section 4. Breaks in Continuous Service**
An employees' continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.

**Section 5. Temporary Employees**
Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary re-assignment.

## ARTICLE VI - WORK FORCE CHANGES

**Section 1. Promotion and Filling of Vacancies**
(a) The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position. Upon promotion, an employee shall receive the salary equal to the step that is at least one-half (1/2) increment of the new salary grade above his present salary.

(b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than fourteen (14) calendar days.

(c) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the Sheriff or his designee.

(d) The Employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job qualifications, except that if there are more than one employee who is qualified for the job, then such position shall be filled by selecting among those employees qualified; the Employer shall consider ability, efficiency, seniority and attendance in determining the appropriate candidate.

(e) A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on the bulletin boards within forty-five (45) calendar days, from the end of the Employers posting

process, unless mutually agreed by the Union and the Employer to extend the forty-five (45) calendar days. Such notice shall be posted for fourteen (14) calendar days. This notice would not be required in the event the Employer decided not to fill the opening(s).

(f) Any employee selected in accordance with the procedure set forth above may undergo a trial period not to exceed ninety (90) calendar days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his/her former position.

(g) The Union shall be notified by the Employer, in writing, immediately upon any job vacancies occurring by reason of resignation, retirement or "just cause" discharge.

**Section 2. Temporary Job Openings**

(a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason. Job openings that recur on a regular basis shall be considered temporary job openings.

(b) Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him/her to qualify for future promotions.

(c) After three (3) days employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher, no later than the next regular payroll check.

(d) Employees will not be paid the higher rate of pay when they request work within a higher classification or when they perform out-of-title work for less than half (1/2) day. Incidental out-of-title work (less than half (1/2) day) will not accumulate.

**Section 3. Demotions**

(a) The term demotion, as used in this provision, means the re-assignment, not requested by the employee, of an employee from a position in one job classification to another job classification.

(b) Demotions shall be made only to avoid laying off or dismissing employees, In any case involving demotion, the employee involved shall have the right to elect which alternative he/she will take; the demotion or the layoff.

(c) An employee who is relegated back to his/her previous job from a higher classification to which he/she was provisionally appointed because of his/her inability to prove to the Employer that he/she was able to fulfill the standards of the job, or who voluntarily relinquished such job, shall not be considered as demoted.

**Section 4. Layoff**

Layoffs will be administered in accordance with Civil Service Law and the Allegany County Civil Service Rules.

**Section 5. Recall**

(a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he/she shall be removed from such recall list. Recall rights for any employee shall expire a period of four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee, at his/her last known address, by certified mail.

(b) No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

**Section 6. Shift Preference**

Shift preference will be granted, where applicable, on the basis of seniority, where there is a vacancy on a shift for thirty (30) days or more.

## ARTICLE VII - HOLIDAYS

**Section 1. Holidays Recognized and Observed**

(a) The following days shall be recognized and observed as paid holidays:

| | | |
|---|---|---|
| New Year's Day | Memorial Day | Veteran's Day |
| M.L. King, Jr. Day | Independence Day | Thanksgiving Day |
| Juneteenth | Labor Day | Day after Thanksgiving |
| Presidents' Day | Columbus Day | Christmas Day |

The County has the option of allowing Christmas Eve to be treated as an observed holiday so long as Christmas and Christmas Eve both fall during the normal work week of Monday through Friday. For years where either Christmas or Christmas Eve falls on a weekend, Christmas Eve will not be observed as a holiday.

(b) Holidays will be celebrated on the day of observation, except employees who have a regular schedule of Monday to Friday on a year-round basis shall observe holidays that fall on Saturday on the preceding Friday. Also, holidays that fall on Sundays shall be observed on the succeeding Monday.

(c) 1. Employees who are scheduled to work on a paid holiday who desire to take the Holiday off, will make such request in writing to the Sheriff at least seven (7) days in advance of the holiday. The minimum seven (7) day notice may be waived at the discretion of the Sheriff.

2. The Sheriff will not unreasonably deny such Holiday request.

3. If the number of employees must be limited, employees will be given preference by seniority.

4. Employees who request the Holiday off, will charge the time off to accumulated personal or vacation time.

5. The Sheriff will credit the employee with one (1) additional leave day in lieu of working the Holiday.

**Section 2. Eligibility Requirements**

Employees shall be eligible for Holiday Pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, or sick leave and,

2. The employee worked his/her last scheduled work day prior to the holiday unless he/she is excused by the Sheriff, which shall not be reasonably withheld and he/she used and appropriate accrual and was paid for their entire scheduled shift.

**Section 3. Holiday Pay**

(a) Eligible employees who perform no work on a holiday shall be paid one day's pay for each of the holidays listed on which they perform no work.

(b) Eligible employees whose work day differs from the standard eight (8) hours, shall be paid the current daily rate of pay.

**Section 4. Holiday Work**
If an employee works on any of the holidays listed, he/she shall be paid, in addition to his/her holiday pay, time and one-half (1 1/2) for all hours worked.

**Section 5. Holiday Hours for Overtime Purposes**
For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

## ARTICLE VIII - VACATIONS

**Section 1. Choice of Vacation Period**
Except in case of an emergency, an employee shall give at least a one (1) week advance notice of a vacation request for less than two (2) weeks in length and at least a two (2) week advance notice of a vacation request for two (2) weeks or more. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation period.

The number of employees on vacation or other form of leave cannot exceed 50% of the shift requirements, unless approved by the Sheriff in his discretion.

**A. Guarantee Vacation**
Employees will submit to the Sheriff no later than November 30th of each year a list of their first, second and third choices for vacation dates occurring during the twelve-month period commencing January 1st. In submitting their request, employees may use five (5) days, not exceeded ten (10) days of their accrued vacation time for scheduling. Accrued time must be on the "book" at the time of the request is submitted for approval.

On or before December 15th of each calendar year, the Sheriff will post the vacation schedule for that year. If more employees want the same vacation leave than can be given without impairing operations, then priority will be given to vacation requests of blocks of time over single day requests and then by order of seniority.

A. Blocks of time will consist of five (5) days, not including scheduled days off.
B. Employees may still request a block of vacation time during the weeks of Thanksgiving, July 4th and Christmas. The Sheriff may grant that block of time; however, Christmas Day and Thanksgiving Day, July 4th will not be guaranteed. If the employee obtains coverage, then he/she will be granted the day off.

**Section 2. Holiday During Vacation Periods**
If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

**Section 3. Work During Vacation Period**
Any employee who is required to and does work during his/her scheduled vacation period shall be paid for all regular hours at the rate of time and one half (1 1/2) their regular rate and for overtime hours at a rate of two and one-half (2 1/2) times his/her regular rate of

pay. In addition, the employee's vacation with pay shall be rescheduled to any future period the employee may request.

**Section 4. Vacation Rights in Case of Layoff or Separation**

(a) Any employee who is laid off or retired, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

(b) In the case of the death of such an employee, such payment shall be made to his/her retirement beneficiary.

**Section 5. Vacation Schedule**

All employees covered by this Agreement shall be entitled to the following consecutive vacation period upon completion of their probationary period:

First (1st) anniversary date to sixth anniversary date:
twelve (12) days, credited on each anniversary date.

Seventh (7th) anniversary date to eleventh (11t$^{h}$) anniversary date: seventeen (17) days, credited on each anniversary date.

Twelfth (12th) anniversary date forward: twenty-one (21) days, credited on each anniversary date.

Twentieth (20$^{th}$) anniversary date forward: twenty-three (23) days, credited on each anniversary date.

Twenty-fifth (25$^{th}$) anniversary date forward: twenty-five (25) days, credited on each anniversary date.

Vacation credits may be used only in daily and one-half (1/2) daily segments. The maximum accumulation of vacation days shall be forty-five (45) days.

**Section 6. Vacation Sellback**

Employees may sell back up to ten (10) vacation days per year. No later than each November 1, employees will notify the County in writing of the number of days being sold. Payment will be made in the final check of the calendar year at the straight time pay rate applicable when the days were earned.

## ARTICLE IX - LEAVES OF ABSENCE

**Section 1. Eligibility Requirements**

Employees may be eligible for leave of absence after six (6) months service with the Employer.

**Section 2. Application of Leaves**

(a) Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires.

(b) Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor, and it shall be in writing.

(c) Any request for leave of absence shall be answered promptly. Request for immediate leave because of special urgency shall be answered before the end of the shift on which the request is submitted.

(d) A request for a short leave of absence, not exceeding one (1) month, shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days, if possible.

(e) In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

(f) If employee is denied requested leave in excess of five (5) days, the reason for such denial shall be given the employee in writing.

## ARTICLE X- PAID LEAVES

**Section 1. Bereavement Leave**

(a) In the event of the death of any employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother, grandchildren, domestic partner, or someone living in the employee's immediate household for whom the employee is legal guardian or has legal custody, the employee shall be granted five (5) consecutive work days leave of absence with full pay to make household adjustments and attend funeral services. In the event of the death of an employee's grandparents, aunt, uncle, father-in-law, mother-in- law, brother-in-law or sister-in-law, the employee shall be granted three (3) consecutive workdays leave of absence with full pay to make household adjustments and attend funeral services.

(b) If the death occurs prior to the employee's shift, that day will be counted. If the death occurs after the employee reports for work, that day shall not be counted as one of the five (5)/three (3) days. Scheduled days off are not to beconsidered as part of the five (5)/three (3) days.

(c) The employee shall be granted normal bereavement leave upon the occasion of the death of a member of the immediate family and this leave shall not deduct from vacation time if the death shall occur during a period of time when the employee is on vacation.

**Section 2. Personal Leave**

Employees with less than ten (10) years of service shall be entitled to three (3) personal leave days. Employees with ten (10) years of service or more shall be entitled to five (5) personal leave days; after each year of service, non-accumulative, to be used whenever needed. Arrangements for such leave shall be made by the employee at least forty- eight (48) hours in advance, except in case of emergency. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefits. Personal leave days shall be taken only in half (1/2) day and daily segments.
Any unused personal leave shall be added to the employee's accumulated sick leave at the end of each year. Accumulated Personal Leave shall not be payable at the time of termination of employment, whatsoever the reason for such termination. Employees may be denied Personal Leave because of operational needs of the Sheriff. However, such request shall not be unreasonably withheld.

**Section 3. Jury Duty**

(a) Employees shall be granted time off with pay any time they are required to report for jury duty or jury service.

(b) Any fee received shall be used to defray personal cost to employee such as parking, meals, etc.

**Section 4. Civil Service Examinations**

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System of Allegany County.

**Section 5. Military Service Leave**

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted time off during the period of such activity, with no loss of time, up to thirty (30) working days in a calendar year pursuant to the appropriate federal and state laws.

**Section 6. Education Leave**

Education Leave with full pay, including tuition and fees, will be granted an employee where such education is required by the Employer. This does not apply to employees hired on or after March 23, 2015 or bidding positions.

# ARTICLE XI - SICK LEAVE

**Section 1. Allowance**

(a) Any employee contracting or incurring any non-service sickness or disability, who is quarantined by the health authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay.

(b) Employees shall be eligible for sick leave after thirty (30) days of service with the Employer.

(c) Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for twenty (20) or more hours of work.

(d) An employee may be required by the Employer to produce a doctor's certification under any of the following conditions:

1. After three (3) consecutive days of sickness or disability.
2. If a surgery has been performed.
3. Following an emergency visit.
4. If an employee is mandated to work and calls in sick within 24 hours of that shift after a mandate, the employee will be paid overtime for the shift worked, and will be charged a sick leave day and remain at the top of the mandatory wheel unless they provide a doctor's note.

(e) Sick leave may be taken in one (1) hour segments not to exceed two (2) days per year.

(f) All time for which an employee is credited with sick leave shall be considered as time worked.

(g) An employee may sell back up to twelve (12) sick days at the current rate provided that the employee has more than 22 days of sick leave balance as of September 30th. Such selection must be made in writing by no later than November 1. Payment will be made in the final paycheck of the calendar year.

(h) If an employee calls in sick and has no accrued sick time, he or she may be subject to discipline. An employee cannot substitute other forms of leave for sick time.

**Section 2. Family Sick Leave**

Employees shall be allowed five (5) days per year from their sick leave for family illness.

**Section 3. Accumulation**

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer up to a maximum of one hundred sixty-five (165) days.

Any employee who retires from Allegany County service under the New York State Employees Retirement System shall be compensated at a rate of fifty percent (50%) per day, up to a maximum of one hundred sixty-five (165) days.

**Section 4. Absence Due to Injury and Workers' Compensation**

The Mutual self-insurance plan presently provided shall be continued, or its equivalent.

**Section 5. Challenge of Examination Report**

In the event the report of the employee's attending physician is challenged by the County Administration or if the Union challenges the report of the County doctor's examination, then the following procedure shall be followed.

(a) The employee may elect to be examined by a physician of his/her own choice, at his/her expense. A copy of this examination shall be furnished to the County.

(b) If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committee shall meet and endeavor to reconcile the difference.

(c) In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and instead, the affected employee shall be examined at the equally shared cost of the County and the employee, by an appropriate specialist for final determination in the matter which shall be binding on the parties and the two examining physicians shall select the third physician whose decision shall be final and binding on both parties, the Employer and Union and employees.

(d) The Employer should make every effort to place an employee who becomes partially disabled on their present job, on work which he/her is able to perform.

(e) A report of physical examination and any laboratory test made by physicians acting for the County will be given to the personal physician of the individual upon written request of the employee.

(f) The employee and the Union shall be fully informed of any contemplated action on the County's part, as herein stated on the Challenge of Examination Report.

**Section 6. Extended Sick Leave**

The Employer, by act or resolution, may authorize payments for additional sick leave credits when an employee requests same because of extended illness.

# ARTICLE XII - UNPAID LEAVES

**Section 1. Reasonable Purpose**

Leaves of Absence without pay and not to exceed six (6) months, may be granted for any reasonable purpose in the sole discretion of the Sheriff. Such leaves may be extended or renewed for any reasonable purpose in the sole discretion of the Sheriff.

**Section 2. Maternity**

Maternity leave shall be granted in accordance with New York State law.

**Section 3. Education**

(a) After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee.

(b) One (1) year leave of absence with any requested extension for educational purposes shall not be provided more than once every three (3) years.

(c) Employees may also be granted leaves of absence for education purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that is intended to improve or upgrade the individual skill or professional ability.

(d) The above leave may be granted provided that no more than ten percent (10%) of the employees in a given department make such a request.

**Section 4. Employment Opportunities**

Employees may, at the Sheriffs discretion, be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

**Section 5. Union Business**

(a) Employees elected to any Union office selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

(b) Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but may be renewed or extended for a similar period at any time upon the request of the Union.

## ARTICLE XIII -WAGES AND CLASSIFICATIONS

**Section 1. Wage Schedule and Classification**

(a) Commencing at the ratification of this contract and continuing to the end of this contract employees shall be compensated in accordance with Appendix A. No wage increases or other compensation identified in this contract shall be retroactive, except that all hourly wages increases for 2025 shall be retroactive back to May 2, 2025 for current employees only.

(b) When a position not listed on the wage schedule is established or the specifications of any existing position are materially changed the Employer, after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree the wage rates are proper, then the matter shall be subject to the grievance procedure.

(c) Longevity payments of the following amounts shall be paid in addition to the wage schedule attached hereto to all employees who have completed the following number of years of service:

| | |
|---|---|
| Seven (7) years of service: | $ 800.00 |
| Ten (10) years of service: | $1,100.00 |
| Fifteen (15) years of service: | $1,300.00 |
| Twenty (20) years of service: | $1,750.00 |
| Twenty-five (25) years of service: | $2,000.00 |
| Thirty (30) years of service: | $3,000.00 |

Payout of longevity will be converted to an annual payout on the employee's anniversary date in the year after ratification and not paid out in pro-rated amounts each payroll period. Payout of longevity thereafter shall be an annual payout in the payroll period following the employee's anniversary date.

**Section 2. Corrections Officer**

(a) Full Time Deputy Sheriffs will be hired in accordance with Civil Service rules using a promotional exam. In the event there is not a mandatory list, any Full Time Deputy Sheriff hires must be done in accordance with Civil Service rules and according to the terms of the CBA.

(a) Employees who attend the Police Academy at the expense of Allegany County must remain in the County's service as a full-time Deputy Sheriff for at least three (3) years from the date of their graduation. If the employee leaves the Sheriff's Department and is employed by another law enforcement agency within those three years, the employee must reimburse the County for the cost associated with their training and certification. Within the first year 100% of the tuition cost to be reimbursed; year 2 - 65% of the tuition cost; year 3 - 25% of the tuition cost. In order to make this payment, an employee may draw on any unused, accrued time for which the employee would have received payment at the end of his or her employment.

**Section 3. Use of Part Time Deputy Sheriffs**

(a) Part time Deputy Sheriffs may be hired from the Deputy Sheriff examination list under open competitive class or where they are otherwise eligible to transfer.

(b) The Sheriff may hire Part Time Deputy Sheriffs, but the number of Part Time Deputy Sheriffs cannot exceed 50% of the number of Full Time Deputy Sheriff positions.

(c) The Sheriff can utilize Part Time Deputy Sheriffs for any detail coverage, patrol or any coverage the Sheriff deems as necessary, but only after such shifts are offered to Full Time Deputy Sheriffs. If full coverage using Full Time Deputy Sheriffs cannot be accomplished by utilizing the Full-Time call log, Part Time Deputy Sheriffs may be utilized.

(d) Part Time Deputy Sheriffs shall not be promoted to Full Time status, except insofar as permitted by Civil Service and when a mandatory promotion list does not exist. In the event that a Part Time Deputy Sheriff is promoted to Full Time, then so long as Deputy Sheriffs are generally assigned shifts in the jail, he or she will be required to attend the Corrections Officers Academy and be qualified to accept assignments in the jail. Nothing in this paragraph or Section is intended to modify the County's preference for promoting internal full -time candidates.

(e) Despite the ability of the Sheriff to utilize Part Time Deputy Sheriffs, as outlined above, Full Time Deputy Sheriffs will still be actively promoted and trained in accordance with the collective bargaining agreement.

## ARTICLE XIV- HOSPITAL AND MEDICAL BENEFITS

**Section 1. Definition of Plan**

(a) The County shall provide health insurance, family and single, under the "Option 1" and the "High Deductible" plans. For Option 1, monthly premium contributions for employees hired after January 1, 1988 shall be 15% of the premiums, except insofar as an employee, as of the effective date of this Agreement, is contributing 10% toward the cost of premiums, in which case he or she will continue to contribute 10%. Form Option 1, monthly premium contributions for employees who were hired on or before January 1, 1988 will be: $10 single/$25 family in 2011; $15 single/$30 family in 2012; $20 single/$40 family in 2013. Employees who commence employment on or after December 23, 2011, shall pay 20% of the cost of individual or family Option 1 health insurance premiums, depending upon which coverage they have selected.

Employee monthly premium contributions for the High Deductible plan will be 5% of the individual or family rates.

The County may provide health insurance through another third-party administrator

(self-insurance) or an alternate carrier, so long as the coverage is equivalent to the existing coverage. In addition, the County, in its discretion, may offer employees additional insurance coverage beyond the plans identified in this Agreement. The County shall not be responsible for changes to the drug formulary that are unilaterally made by the assigned administrator. However, the County will not unilaterally seek to change the drug formulary.

In the event that either plan is no longer made available to other employees of the County, the County shall make available a comparable plan.

The County shall also have the option of providing two (2) single health insurance policies, instead of a family plan, for married employees who have no dependent children.

**Section 2. Additional Terms of the Plan**

(a) The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement who have completed (30) days of employment with the Employer.

(b) Coverage will terminate upon the absence of the employee from the active payroll according to the following: Absence occurs on the 1st to the 15th of the month: Coverage will terminate at the end of the current month. Absence occurs on the 16th to the end of the month: Coverage will terminate at the end of the following month.

(c) In case of disability, coverage will continue up to twenty-six (26) weeks. Injury covered by Workers' Compensation coverage will be continued up to a maximum of one (1) year.

(d) Employees may elect to retain their coverage while on an unpaid leave of absence of over one (1) month by paying the total premium costs. The cost for the month when the employee returns to the active payroll shall be prorated between the employee and the Employer.

(e) Employees may be covered only once by the County group.

(f) Health Insurance Buy-Out

1. The County will pay a buy-out of One Thousand Dollars ($1000) for single and Two Thousand Dollars ($2000) for family coverage.
2. The payment can only be made when the employee signs a statement that the employee has other health insurance and provides proof of such coverage.
3. Payment of the buy-out will be no later than the first quarter of the following year. For example, an employee who does not carry the County health insurance for 2019 will receive his/her buy-out check no later than the first quarter of the succeeding year.
4. Payment will be based on each full month the employee did not carry the County's health insurance during the previous year. For example, an employee who was on the County's insurance from January 1 - July 15, then drops the County insurance for other coverage, will receive a pro-rated buy- out amount for five (5) months, August - December.
5. Buy-out payments will only be made to active full-time employees on our payroll at the time of the payment.
6. If a husband and wife are both employed by the County, and neither carries County health insurance, then they shall be eligible for only one buy-out (not to exceed $2000).
7. Employees with health insurance benefits outside Allegany County, who meet the buyout requirements, must elect the County buy-out. If at any time an employee gains other health insurance, it is their responsibility to notify Human Resources of such coverage, and drop the County health insurance effective the day the other insurance was in effect.

**Section 3. Retiree Health Insurance**

New Employees

Employees who are hired on or after December 23, 2011, are not entitled to participate in any of the County-provided health insurance plans upon their retirement from the County, except insofar as they wish to receive credit for unused sick time for that purpose. For such employees who retire from County employment under the New York

State Retirement System, they may credit the value of up to 165 days of unused sick time toward the full premium for Option 1 health insurance coverage. The County will calculate 100% of an employee's unused sick leave credits at the per diem rate of pay the employee was receiving on the last payroll before retirement. The County will continue to provide Option 1 health insurance benefits to retirees covered by this provision until the County has exhausted the equivalent dollar value of unused sick leave paying for the retired employee's Option 1 health insurance. Employees covered by this provision must, as a necessary condition of such continuation of health insurance, enroll in Medicare Parts A and B immediately upon becoming Medicare eligible and continue enrollment in Parts A and B throughout the period they continue this health insurance through the County. To the extent that any retired employee has a right to continued coverage under COBRA resulting from the retiree's separation of employment with the County, such COBRA coverage shall run concurrently with the coverage generated by the conversion of unused sick time provided for by this section.

Current Employees

Employees who were employed by the County and were members of the bargaining unit before December 23, 2011, may, after ten years of County service and upon retirement under the New York State Retirement System, continue their health insurance under the Option 1 plan only. Employees who choose to continue their health insurance in this manner must, as a necessary condition of such continuation, enroll in Medicare Parts A and B immediately upon becoming Medicare eligible and continue to take Parts A and B throughout the period they continue their health insurance through the County. Upon retirement, retired employees shall make the same percentage contribution to premiums as they did on the date of their retirement. In the case of retirees who were making flat-dollar contributions to premiums at the time of retirement, they will continue to make the same flat-dollar contributions to premiums as they did on the date of their retirement. Notwithstanding the foregoing, in accordance with County policy, employees who have family coverage and for whom both spouses are under 62 will pay half of the premiums for family coverage until at least one spouse reaches 62, at which point they will contribute to the same extent as if they had retired when they had already reached the age of 62.

Employees and dependents who are eligible for retiree health insurance will be required to be enrolled in the County sponsored Medicare Advantage Plan when they become Medicare Eligible. Failure to move from the Option 1 Plan to the Medicare Advantage Plan will result in a permanent loss of retiree health benefits.

## ARTICLE XV - RETIREMENT PLAN

**Section 1. Definition of the Plan**

(a) The Employer shall continue the benefits of Plan 89P, A14 and A15 as prescribed by the New York State and Local Retirement System.

## ARTICLE XVI - DISABILITY INSURANCE

The employer shall provide a fully paid disability program with the current terms for a period of twenty-six (26) weeks at fifty percent (50%) of gross earnings.

The County shall have the right to require a physical examination of any employee when the employee is on a leave of absence due to disability. The County shall have the right to designate the doctor. The cost of such examination shall be paid for by the County. The County shall provide the employee with a least of forty-eight (48) hour notice prior to the scheduled physical examination.

## ARTICLE XVII - SETTLEMENT OF DISPUTES

**Section 1: Grievance**

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

**Step 1:** The Union shall first meet with the Sheriff prior to filing a grievance. After such meeting, if the issues remain unresolved, then the Union shall submit the grievance, in writing, to the Sheriff within ten (10) working days of its occurrence. If, at this time, the Union is unaware of the grievance when it arises, it shall take it up within ten (10) working days of learning of its existence. No grievance will be processed after thirty (30) days of its occurrence. The Sheriff will answer same within ten (10) working days. If the answer is a denial of the grievance, the Sheriff shall give his reasons in writing.

**Step 2:** If a satisfactory settlement or disposition is not made within ten (10) working days from the date of the reply from the Sheriff is due, the Union, by written notice, may submit the grievance to the Personnel Officer. The Personnel Officer shall schedule a meeting within ten (10) working days to hear the grievance. Within ten (10) working days after the meeting, the Personnel Director shall set forth its answer in writing.

**Step 3:** If the grievance is still unsettled, the Union may, within thirty (30) days after the reply from the Personnel Director is due, by written notice request arbitration.

**Section 2. Arbitration Procedure**

(a) The County or the Union will apply to the New York State Public Employment Relations Board for a list of five (5) Arbitrators for each grievance to be heard. In the event the County and the Union cannot mutually select an impartial arbitrator, an arbitrator shall be selected from the P.E.R.B. list by each party alternately crossing off the name of an arbitrator until one remains; after commencing the procedure by a coin flip. The name of the remaining person shall be designated as the Arbitrator. Each party may reject one (1) entire list of potential arbitrators supplied by P.E.R.B.

(b) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the record is declared closed.

(c) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete and provisions of the Agreement.

(d) Expenses for the Arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record and makes copies available, at cost, to the other party and to the Arbitrator.

(e) The parties shall make all reasonable efforts to ensure that disciplinary arbitrations take place within ninety (90) days of the filing of the grievance. If the designated arbitrator is not available within that same ninety-day period, the parties will choose another arbitrator.

**Section 3. Matter Relevant to Grievance Procedure**

(a) The time limits in the grievance procedure may be extended by mutual agreement in writing.

(b) Any step of the grievance procedure may be bypassed by mutual agreement in writing.

**Section 4. Processing Grievances During Working Hours**

Grievance committee members may investigate and process grievances during working hours without loss of pay provided there will be no interruption of County services.

**Section 5. Labor-Management Committee**

Conferences shall be held between representatives of the Employer and at least three(3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, upon request of either party. Arrangements for such meeting shall be made in advance and shall be held at reasonable hours, as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meeting fall within their regular work hours.

## ARTICLE XVIII - REMOVAL AND OTHER DISCIPLINARY ACTION

**18.1 Exercise of Rights**

18.1.1 No employee shall be disciplined or otherwise removed except in accordance with the provisions of this Article. It is understood and agreed that any employee against whom a disciplinary action or measure is proposed may elect to follow Section 75 and 76 of the Civil Service Law or the alternate discipline appeals procedure set forth inthis Article in lieu thereof. An employee's election of one appeals procedure shall preclude the use of the other, and the right to use the other shall be deemed waived.

18.1.2 Disciplinary Actions or measures proposed for imposition against employees shall be limited to the following: oral reprimand, written reprimand, suspension, reduction in rank, fine, loss of leave credits, and discharge. It is understood and agreed that if the Public Employer has any reasons to orally reprimand an employee, it shall be done in a manner that will not duly embarrass the employee before other employees or the public, and that all discipline shall be applied in a progressive manner.

18.1.3 Disciplinary actions or measures may be taken against employees only for misconduct or incompetence. Whenever the Employer seeks imposition of a disciplinary action or measure against an employee, the Employer shall notify the employee and the Union President in writing of the specific act of misconduct and/or incompetence the employee is alleged to have committed and the proposed penalty. The written notification shall also contain a detailed description of the charges and specifications, which shall include dates, times and places. The notification to the Union shall be sent at the same time the notice is sent to the employee, or if hand delivered to the employee, within twenty-four (24) hours of the time that the notice is given to the employee.

18.1.4 It is understood and agreed that any employee covered by this agreement shall be entitled to Union representation or their own attorney at their own expense at any stage of a disciplinary proceeding, whether pursuant to Section 75 or the alternate appeals procedure of this agreement, including any meeting or investigatory conference held where the outcome may result in a disciplinary action.

18.1.5 No employee shall be requested to sign any statement of admission of guilt to be used in a disciplinary proceeding without being advised of the right to have Union representation present, and permitting a reasonable period of time for such representation to present itself, if such representation is requested. No employee shall be required to take a polygraph examination.

18.1.6 An employee may be suspended without pay for a period not to exceed thirty (30) days prior to his/her instituting an appeal under the appropriate section of the Article, only if the Employer determines there is probable cause to believe that the continued presence of the employee of his/her job assignment represents an actual danger to other persons or property or would severely interfere with the operations of the Department.

18.1.7 It is understood and agreed that in any case where an employee is required to leave the premises of the Employer, the employee will be permitted to discuss the disciplinary action with his/her Union steward or other authorized representative of the Union, upon request, and the Employer will make an area available where he/she may do so for a reasonable period of time before he/she may be required to leave.

## 18.2 Alternate Disciplinary Appeals Procedure

18.2.1 Any employee against whom disciplinary charges are brought shall have the right to appeal such action. Upon receipt of such notification, an employee shall have fourteen (14) calendar days to file with the Sheriff a written response to the charges, a copy of which shall be sent to the Union. The employee, in his/her response, may deny the charges, may admit to the charges and accept the penalty proposed, or admit to the charges but reject the penalty proposed. Should the employee deny the charges, or admit the charges but reject the penalty proposed, he/she shall also include in the response whether he/she desires to process the matter under Section 75 and 76 of the Civil Service Law or the Union Procedures set forth in this Article. In addition, the employee will indicate whether he/she will be represented by the Union or his/her own private attorney.

18.2.2 In any case where an employee, in his/her response to the charges brought against him/her or disagrees with the penalty proposed, a meeting shall be convened by the Sheriff within ten (10) calendar days of receipt of the response, such meeting to include the Union President or his/her designee and the employee. Unless the matter is settled at the meeting, the Sheriff shall give his decision in writing within ten (10) calendar days of the date the meeting was held.

18.2.3 Disciplinary matters may be settled at any time following the service of a notification of discipline. The terms of any settlement proposed shall be reduced to writing. An employee offered such a settlement shall be given a reasonable opportunity to consult with his/her Union representative or his/her own attorney as well as to have him/her present at the time he/she executes such settlement. Both the employee and the Union representative shall be provided with copies of the settlement at the time such settlement is made.

18.2.4 If a disciplinary matter is not settled or otherwise resolved, the employee may, within fourteen (14) calendar days of receipt of the Sheriff's response, appeal to arbitration or request a Civil Service hearing, whichever procedure he/she had previously elected.

18.2.5 In accordance with the timetable set forth above, disciplinary arbitrators shall be required to render a decision within thirty (30) calendar days of the date of the close of the hearing, or within thirty (30) calendar days after receipt of a transcript, if either party elects to have such a transcript made. It is understood, however, that any party wishing to have such a transcript made of the hearing may provide for one at its own expense, but shall provide copies to both the arbitrator and the other party.

18.2.6 The burden of proof in disciplinary arbitrations shall rest with the Employer. The decision of the disciplinary arbitrator shall be served upon the employee, the Sheriff, and the Union, if the employee has chosen to be represented by the Union, and shall be final and binding on all parties. The disciplinary arbitrator shall also have authority to determine whether there was probable cause under Article XVIII, Section 1.6 for a summary suspension.

18.2.7 No recording devices of any kind shall be used during any disciplinary proceedings unless the use of such device is agreed upon by the parties and each party receives a copy of the tape.

18.2.8 All fees and expenses of the arbitrator shall be divided equally between the Employer and the Union, or the employee and the Public Employer, if not represented by the Union.

18.3.1 No employee shall be brought up on charges or be disciplined for acts which occurred more than one (1) year prior to the service of such notification of discipline, except acts which constitute a crime.

**18.4 Union's Rights on Disciplinary Matters**

18.4.1 The Union Steward, and the Union President or his/her designee, as well as the disciplined employee and necessary employee witnesses, shall suffer no loss of time or pay, or be required to charge any accrued leave credits during such employee's regular working hours, to attend disciplinary hearings and arbitration proceedings. Reasonable and necessary time spent by the Union steward and/or the Union president or his/her designee in processing and investigating a disciplinary matter, during such employee's regular working hours shall also be considered as time worked for all purposes with no loss in time or pay or accrued leave credits.

18.4.2 When representing an employee in a disciplinary matter, the Union shall be entitled to copies of all written reports and records in the custody of the Employer which will be relied upon by the Public Employer in pursuing the charges against the employee and the issuing of a penalty within ten (10) calendar days of demand for such by the Union.

18.4.3 Union staff representatives may be present and participate at disciplinary grievance meetings, Section 75 hearings, and arbitration proceedings.

**18.5 Disciplinary Transfers**

18.5.1 Work shifts, job assignments, transfers or re-assignments to other units shall not be made for the purpose of imposing discipline, except in cases where criminal charges are pending against an employee, the effect of which in the opinion of the Sheriff, may seriously affect the employee's ability to carry out the responsibility of his/her job if he/she were allowed to remain on that job.

**18.6 Personnel Records**

18.6.1 All employees upon written request to the Sheriff or his designee shall be given a reasonable opportunity to review their official personnel file maintained by the Sheriff's Department. This file shall contain their original application for employment and any and all job evaluations, commendations, disciplinary actions

if any, and any other record of actions which have taken place during their employment with the Sheriff's Department. Upon review of their file, employees may request and shall be provided with copies of all documents which they had not previously been given.

18.6.2 No letter of criticism, poor evaluation, disciplinary action, or any other document, with the exception of counseling memoranda, which could affect an employee's job security, may be placed in an employee's official personnel file without the employee first having an opportunity to review such action. Should an employee, upon review of such documents, disagree with all or part of any such document, he/she shall have the right to seek removal of any part or all of the document by filing a grievance under the Grievance and Arbitration Procedure of this Agreement.

18.6.3 Either party shall have access, upon request, to any written statements or records which will be presented as evidence by the other party at any arbitration hearing provided by this Agreement in advance of the date of such hearing. In the event either party does not have sufficient time to review such evidence, the hearing shall be adjourned to a later date at the request ofeither party.

## ARTICLE XIX - GENERAL PROVISIONS

**Section 1. Pledge Against Discrimination and Coercion**

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

(c) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining union without discrimination, interference, restraint or coercion.

**Section 2. Work Rules**

(a) The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been posted prominently on all official department

bulletin boards for a period of seven (7) consecutive calendar days.

(b) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

**Section 3. Joint Safety Committee**

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This committee will advise management of all safety activities.

The Joint Safety Committee shall:

(a) make immediate and detailed investigations of each accident to determine fundamental causes;

(b) develop data to indicate accident sources and injury rates;

(c) make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;

(d) promote safety for workers and participate in making the safety program known to all workers;

(e) conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

**Section 4. Car Allowance**

Employees who are obligated to use their personal automobile on County business will be reimbursed at the Federal reimbursement rate prevailing at the time the expense was incurred.

**Section 5. Disabled Employees**

The Employer shall make a reasonable effort to place employees, who through physical sensitivity or otherwise become partially disabled on their present jobs, on work which they are able to perform.

**Section 6. Personnel Practices**

The Employer shall provide copies of this Agreement in handbook form to all employees in the bargaining unit, the cost of which shall be borne equally by the Employer and the Union; and all new employees as they are hired. In addition, a membership application and payroll deduction authorization form provided by the Union shall be given to each new employee as they are hired by the Employer.

**Section 7. Personal Damages**

The Employer shall be responsible for replacement or payment of damages to personal property such as clothing and protective glasses that may be incurred by an employee as a

result of his/her carrying out his/her responsibilities as an employee while on the job to a maximum of two hundred-fifty dollars ($250.00) per incident.

**Section 8. Uniform**

(a) The following uniform material shall be provided by the County for employees holding Correction Officer and Deputy Sheriff titles. The Sheriff shall determine the specifications of each item and the allotted quantities. Uniform materials not provided by the County must have prior approval of the Sheriff, including their specifications. Uniform materials must be turned into the Sheriff upon termination of employment.

(b) Employees on the payroll as of January 1, 2000 have a full complement of uniform materials due to past uniform allowance. Materials provided are as follows:

pants and shirts
jacket - spring and winter sweater
tie
shoes or boots
brass tie clip, brass nametags, badges (2) service since pins
hash marks
hats and raincaps
gunbelt
handcuffs and holders
garrison belt
limited baseball caps (special details)

(c) Any other uniform material required by the Sheriff, excluding firearms, shall be provided by the Employer.

(d) All employees will be required to stand uniform inspection at the order of the Sheriff or his authorized designee.

**Section 9. Shift Differential**

Employees working the "C-line" shall be paid a $.45 per hour shift premium. Employees working the "A-line" shall be paid $.65 per hour shift premium.

**Section 10. Tax Sheltered Annuity Plan**

The County Legislature has established a tax sheltered annuity plan. Effective with the mutual ratification date of this agreement the employees in this bargaining unit shall be permitted to join such plan. Contributions to the plan are made by payroll deductions within the amounts indicated by the contract with the employees and the insurance carrier.

**Section 11. Alcohol and Substance Abuse Testing Program**

Employees shall be subject to the Drug & Alcohol Testing Policy that applies to the Allegany County Sheriff's Office.

**Section 12. Double-Bunking**
The Union agrees to permit the use of double-bunking in the Allegany County Jail effective February 1, 2000, and the County will meet and confer with the Union regarding issues arising from the utilization of double-bunking.

## ARTICLE XX - STRIKES AND LOCKOUTS

**Section 1. Lockouts**
No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**Section 2. Strikes**
No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

## ARTICLE XXI - SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific article, section or portion thereof.

## ARTICLE XXII - TOTAL AGREEMENT

Notwithstanding any personnel rules and regulations, local law or other laws that previously were in effect to the contrary, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all such previous rules, regulations and laws, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

## ARTICLE XXIII - STATUTORY PROVISIONS

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

## ARTICLE XXIV - MANAGEMENT'S RIGHTS

The Employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its 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 assign and reassign employees within a classification providing an equal distribution of work is maintained; to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by this Agreement, to maintain order and efficiency in all its departments and operations, (including the procedures set forth in the Civil Service Law and other laws of the State of New York and any other procedures concerning the conduct and employment of employees), to promote and determine the qualifications of employees, to determine and schedule its various departments and to determine its starting and quitting time and the number of hours to be worked subject only to such terms as set forth in other parts of this Agreement or provided by law. The County also expressly reserves all rights and powers under the Civil Service Law and any other laws of the State of New York.

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 the rights, powers and authority the Employer had prior to the Agreement are retained by the employer, except as expressly and specifically abridged, claimed or modified by this Agreement.

## ARTICLE XXV-TERMINATION AND MODIFICATION

This Agreement shall be effective as of the__ day of July, 2025, and shall remain in full force and effect until the thirty-first (31st) day of December, 2028. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred eighty (180) days prior to the termination date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred twenty (120) days prior to the termination date.

The parties agree to reopen the contract for the limited purpose of renegotiating the wages set forth in Appendix A of the collective bargaining agreement for Deputy Sheriffs (including Deputy Sergeants), but only in the event that more than half of the duties (calculated by time devoted to duties) of more than half of the full-time Deputy Sheriffs are comprised of law enforcement functions.

IN WITNESS HERE OF, the parties hereto have set their hands this 11th day of September, 2025.

ALLEGANY COUNTY

W. Brooke Harris, Chairman

Scott Cicirello, Sheriff

ALLEGANY COUNTY DEPUTY SHERIFF'S ASSOCIATION

Union President

Council 82 Representative

09/11/2025
Dated

# Appendix A

Correction Officer and Deputy Sheriff titles:

5% year 1 (2025)

4.5% year 2 (2026)

4% year 3 (2027)

4% year 4 (2028)

For those employees who are not Deputy Sheriffs or Corrections Officers, including, but not limited to, Cook Managers, Cooks, and the Senior Account Clerk Typist:

1.5% year 1 (2025)
1% year 2 (2026)
.5% year 3 (2027)
.5% year 4 (2028)

**See Wage Schedule Attached**

## Appendix B

Mandatory training includes, but is not limited to:

First Aid, CPR/AED
Blood borne Pathogens
Firearms Annual
Chemical Agents
Sexual Harassment
Grievance Orientation
Right to Know
Workplace Violence
Use of Force
Correction Academy within one year of appointment
Defensive Tactics
Sexual Misconduct
Inmate Manipulation
Suicide Refresher
Direct Supervision
Key & lock control
Hostage Situations & Staff conduct
Drug Free workplace
Personal Awareness
Staff searches of detainees, housing units, work areas
Communication skills
Hunger Strike
Code of Ethics
Report Writing
Emergency Plan& Procedures
Civil Deputy School
Supervisor Training
CERT training
Court security
Annual range qualification training

Non-mandatory training includes, but is not limited to:

Deputy Sheriff Academy
ALERT training
Lake Patrol training

**Allegany County Deputy Sheriff's Association**
**Council 82**

**S55B Correction Officer**

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Average Increment | Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 25.2698 | 26.0279 | 26.8087 | 27.6130 | 28.4414 | 29.2946 | 30.1734 | 31.0786 | 0.8298 | 5.00% |
| **2026** | 26.4069 | 27.1992 | 28.0151 | 28.8556 | 29.7213 | 30.6129 | 31.5312 | 32.4771 | 0.8672 | 4.50% |
| **2027** | 27.4632 | 28.2872 | 29.1357 | 30.0098 | 30.9102 | 31.8374 | 32.7924 | 33.7762 | 0.9019 | 4.00% |
| **2028** | 28.5617 | 29.4187 | 30.3011 | 31.2102 | 32.1466 | 33.1109 | 34.1041 | 35.1272 | 0.9379 | 4.00% |

**S78B Corrections Corporal**

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Average Increment | Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 26.5432 | 27.3395 | 28.1596 | 29.0045 | 29.8746 | 30.7708 | 31.6939 | 32.6448 | 0.8717 | 5.00% |
| **2026** | 27.7376 | 28.5698 | 29.4268 | 30.3097 | 31.2190 | 32.1555 | 33.1201 | 34.1138 | 0.9109 | 4.50% |
| **2027** | 28.8471 | 29.7126 | 30.6039 | 31.5221 | 32.4678 | 33.4417 | 34.4449 | 35.4784 | 0.9473 | 4.00% |
| **2028** | 30.0010 | 30.9011 | 31.8281 | 32.7830 | 33.7665 | 34.7794 | 35.8227 | 36.8975 | 0.9852 | 4.00% |

**Allegany County Deputy Sheriff's Association**
**Council 82**

**S88B Corrections Sergeant**

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Average Increment | Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 27.7427 | 28.5749 | 29.4322 | 30.3152 | 31.2246 | 32.1614 | 33.1261 | 34.1200 | 0.9110 | 5.00% |
| **2026** | 28.9911 | 29.8608 | 30.7566 | 31.6794 | 32.6297 | 33.6087 | 34.6168 | 35.6554 | 0.9520 | 4.50% |
| **2027** | 30.1507 | 31.0552 | 31.9869 | 32.9466 | 33.9349 | 34.9530 | 36.0015 | 37.0816 | 0.9901 | 4.00% |
| **2028** | 31.3567 | 32.2974 | 33.2664 | 34.2645 | 35.2923 | 36.3511 | 37.4416 | 38.5649 | 1.0297 | 4.00% |

**S66B Deputy Sheriff**

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Average Increment | Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 25.8768 | 26.6532 | 27.4528 | 28.2764 | 29.1247 | 29.9984 | 30.8984 | 31.8253 | 0.8498 | 5.00% |
| **2026** | 27.0413 | 27.8526 | 28.6882 | 29.5488 | 30.4353 | 31.3483 | 32.2888 | 33.2574 | 0.8880 | 4.50% |
| **2027** | 28.1230 | 28.9667 | 29.8357 | 30.7308 | 31.6527 | 32.6022 | 33.5804 | 34.5877 | 0.9235 | 4.00% |
| **2028** | 29.2479 | 30.1254 | 31.0291 | 31.9600 | 32.9188 | 33.9063 | 34.9236 | 35.9712 | 0.9605 | 4.00% |

**Allegany County Deputy Sheriff's Association**
**Council 82**

**S89B Deputy Sheriff Sergeant**

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Average Increment | Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 28.3497 | 29.2002 | 30.0762 | 30.9785 | 31.9078 | 32.8650 | 33.8510 | 34.8665 | 0.9310 | 5.00% |
| **2026** | 29.6254 | 30.5142 | 31.4296 | 32.3725 | 33.3437 | 34.3439 | 35.3743 | 36.4355 | 0.9729 | 4.50% |
| **2027** | 30.8104 | 31.7348 | 32.6868 | 33.6674 | 34.6774 | 35.7177 | 36.7893 | 37.8929 | 1.0118 | 4.00% |
| **2028** | 32.0428 | 33.0042 | 33.9943 | 35.0141 | 36.0645 | 37.1464 | 38.2609 | 39.4086 | 1.0523 | 4.00% |

**Allegany County Deputy Sheriff's Association**
**Council 82**

**S33B Cook**

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Average Increment | Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 21.1207 | 21.7544 | 22.4069 | 23.0792 | 23.7716 | 24.4847 | 25.2192 | 25.9758 | 0.6936 | 1.50% |
| **2026** | 21.3319 | 21.9719 | 22.6310 | 23.3100 | 24.0093 | 24.7295 | 25.4714 | 26.2356 | 0.7005 | 1.00% |
| **2027** | 21.4386 | 22.0818 | 22.7442 | 23.4266 | 24.1293 | 24.8531 | 25.5988 | 26.3668 | 0.7040 | 0.50% |
| **2028** | 21.5458 | 22.1922 | 22.8579 | 23.5437 | 24.2499 | 24.9774 | 25.7268 | 26.4986 | 0.7075 | 0.50% |

**S44B Senior Account Clerk Typist and Cook Manager**

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Average Increment | Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 23.4970 | 24.2020 | 24.9281 | 25.6759 | 26.4462 | 27.2396 | 28.0567 | 28.8985 | 0.7716 | 1.50% |
| **2026** | 23.7320 | 24.4440 | 25.1774 | 25.9327 | 26.7107 | 27.5120 | 28.3373 | 29.1875 | 0.7794 | 1.00% |
| **2027** | 23.8507 | 24.5662 | 25.3033 | 26.0624 | 26.8443 | 27.6496 | 28.4790 | 29.3334 | 0.7833 | 0.50% |
| **2028** | 23.9700 | 24.6890 | 25.4298 | 26.1927 | 26.9785 | 27.7878 | 28.6214 | 29.4801 | 0.7872 | 0.50% |