

MEMORANDUM OF AGREEMENT

By and Between the
County of Putnam, Putnam County Sheriff
("County")
and the
Putnam County Sheriff's
Employees Association, Inc.
("PCSEA")

The January 1, 2017 through December 31, 2023 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions of the Agreement shall remain unchanged except the modification of dates and other housekeeping modifications where applicable. This Memorandum of Agreement shall be subject to approval/ratification by the Putnam County Legislature and the membership of the PCSEA. Members of the respective negotiating teams affirm that they shall support the approval/ratification of this Memorandum of Agreement by their respective bodies.

1. **Term of Agreement.** January 1, 2024 – December 31, 2028.
2. **Article 9, Wage Scale and Longevity.**

Effective January 1, 2024, a 2.75% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2023, with retroactive payments made to those employees on the payroll as of ratification of this agreement by the Putnam County Legislature.

Effective January 1, 2025, a 2.75% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2024.

Effective January 1, 2026, a 3.00% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2025.

Effective January 1, 2027, a 1.75% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2026.

Effective July 1, 2027, 1.75% increase shall be applied to each and every step of the respective base wage scale in effect on June 30, 2027.

Effective January 1, 2028, 1.75% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2027.

Effective July 1, 2028, 1.75% increase shall be applied to each and every step of the respective base wage scale in effect on June 30, 2028.

Effective January 1, 2024, the wage for Correction Sergeant shall be increased by \$2,500 prior to the application of the applicable wage increase of 2.75%.

3. **Article 9, Wage Scale and Longevity, Section F.**

Modify to provide that employees shall receive their W-2 and 1095-c forms electronically.

4. **Article 14, Grievance Procedure, Step 4.**

Replace American Arbitration Association with agreed upon rotating arbitrator panel.

5. **Appendix G, Staffing and Attendance Policy, Section Q, Excessive Absence.**

Paragraph 2.c.

Modify to read as follows:

- 2.c. Any day on which an employee is relieved from duty before the end of his or her assigned shift due to illness or injury and fails to provide proper medical documentation. Proper medical documentation must provide the reason for the medical visit, illness or reason for medically using sick leave.

Paragraph 2.e.

Modify to read as follows:

- 2.e. Any day or grouping of days on which an employee is absent due to illness or injury and fails to provide proper medical documentation. Proper medical documentation must provide the reason for the medical visit, illness or reason for medically using sick leave.

Paragraph 2.f.

Modify to read as follows:

- 2.f. Three or more consecutive days of absence shall be counted as one "occasion" if proper medical documentation is not provided. Absence of three (3) or more consecutive days requires proper medical documentation upon return of duty. Proper medical documentation must provide the reason for the medical visit, illness or reason for medically using sick leave.

ADD section to provide that members must provide proper medical documentation within five (5) business days of returning to duty, unless emergency circumstances require that the member be out on medical leave again within that timeframe.

6. **Appendix G, Staffing and Attendance Policy, Section R, Excessive Lateness.**

1. Reporting late for duty for five (5) occasions within a three month period shall be considered as excessive for the safe and secure operations of the Department. An occasion of lateness will be defined as anytime an employee fails to report for duty in a timely manner for an assigned tour of duty, overtime shift (mandatory or voluntary) or a training day.

A member shall be deemed late if arriving after the scheduled commencement of briefing. Civilians are deemed late if arriving after commencement of their scheduled shift.

7. **Time and Attendance Policy.**

Modify Time and Attendance Policy to provide that any uniformed member working the A, B, C or G Lines and any civilian staff must provide two (2) hours notice when calling in sick and any uniformed member working the modified B Line (E, D, F, and H) must provide three (3) hours notice when calling in sick.

Modify Section P to provide that an employee shall be required to provide every thirty (30) days an updated PCSO fit for duty form.

8. **Article 10, Holidays.**

- A. ADD Juneteenth as a holiday effective January 1, 2025.

- B. Members assigned as Correction Officer or Correction Officer Sergeant shall have ten (10) days (eleven (11) days effective January 1, 2025) treated as holidays which shall be from the list set forth in A above.
- D. Effective January 1, 2020, personnel who rotate shifts and/or are regularly scheduled to work on Holidays, shall be entitled to ten (10) (eleven (11) days effective January 1, 2025) paid Holidays which may be other than those enumerated above as designated by Departmental scheduling and shall be entitled to a lump sum payment in the first (1st) pay period of December of each year of \$1,000.00 (\$3,500.00 effective January 1, 2025).

Employees who are hired or separate from service between January 1st and December 31st shall be entitled to one-twelfth (1/12) of the lump sum payment for each full calendar month of service during that year.

9. **Article 11, Bereavement Leave.**

- A. In the event of death in the employee's immediate family, he/she shall suffer no loss of regular straight time pay for leave up to a maximum of four (4) consecutive days including the day of funeral.

10. **Article 8, Hours of Work, Overtime and Recall, paragraph C.3.**

Modify to provide as follows:

3. The present work schedule provides for four (4) days on and two (2) days off with up to a maximum of seven (7) (six (6) effective January 1, 2025) option days which may be utilized by the Sheriff at his discretion for any purpose other than staffing for recognized holidays. The County reserves the right upon prior notice to the Association to revert back to the preceding schedule (5-2, 5-2, 5-2, 5-3) without any additional pay or costs whatsoever.

11. **Article 8, Loss of Swap and Overtime Privileges.**

A member who is absent from any part of a requested shift or modifies the hours of a requested shift shall be subject to the sanctions and loss of privileges contained herein. The department shall maintain two separate lists, one for voluntary

overtime and one for mutual shift swaps (switches). The schedule for the loss of privileges is set forth below.

An occasion within the meaning of this provision shall be defined as anytime a member is absent from any part of a requested shift (overtime or switch) or modification of a requested shift (overtime or switch) after that shift assignment has been posted to the schedule. Once the requested shift is scheduled, the employee is responsible for the shift.

Each list shall be logged by the Shift Sergeant. At the time of entry, the Sergeant will review the members' occasions that fall within the 12-month period from the date of the entered occasion and notify Corrections administration, which shall take the following action based upon the number of occasions.

<u>Mutual Shift Swaps</u>		<u>Overtime</u>	
Occasion (1)	Written warning	Occasion (1)	Written warning
Occasion (2)	45 days loss of switch privileges	Occasion (2)	30 days loss of voluntary overtime
Occasion (3)	60 days loss of switch privileges	Occasion (3)	45 days loss of voluntary overtime
Occasion (4)	75 days loss of switch privileges	Occasion (4)	60 days loss of voluntary overtime
Occasion (5)	90 days loss of switch privileges	Occasion (5)	75 days loss of voluntary overtime

Once a loss of privilege is in effect, it shall remain in effect regardless of violations expiring due to being beyond the twelve (12) month timeframe during the revocation.

Existing overtime and switches previously scheduled that fall within the revocation period will be canceled.

Exceptions to the loss of privileges:

Members serving an overtime revocation may be contacted for voluntary overtime based on the needs of the facility with administration approval.

When a member is not able to work their voluntary overtime shift and contacts the shift Sergeant but another member has agreed to cover that shift on voluntary overtime no occurrence will be logged.

Nothing contained herein prevents the administration from taking disciplinary action when deemed appropriate.

12. **Article 15, Sick Leave, paragraph H.**

H. The Sheriff may require a physician's certification for any absence of more than three (3) days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. In any case, the department head may require an examination by a physician or other

acceptable evidence that the illness is bona fide. A physician's certificate must provide the reason for the medical visit, illness or reason for medically using sick leave.

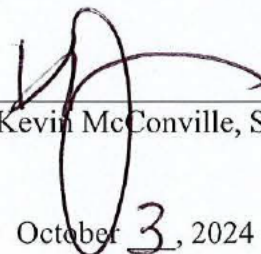
13. **Article 18, Miscellaneous, paragraph C, Firearms Training.**

C. It is agreed upon by the parties that firearms training will be included in the seven (7) (six (6) effective January 1, 2025) option days described in Article 8 (C) (3) above at no additional compensation to the employee.

COUNTY OF PUTNAM

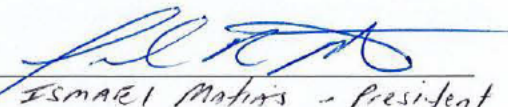
By: 
Kevin M. Byrne, County Executive

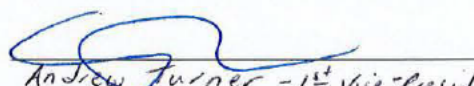
PUTNAM COUNTY SHERIFF

By: 
Kevin McConville, Sheriff

Dated: October 3, 2024

**PUTNAM COUNTY SHERIFF'S EMPLOYEES
ASSOCIATION, INC.**

By: 
Ismael Matias - President

By: 
Andrew Turner - 1st Vice-President

By: 
Matthew Amato - 2nd Vice-President

Dated: October 3, 2024

2/2/2026

AGREEMENT

Between

THE COUNTY OF PUTNAM

And

THE PUTNAM COUNTY SHERIFF

And

**THE PUTNAM COUNTY SHERIFF'S
EMPLOYEES ASSOCIATION, INC.**

JANUARY 1, 2017 THROUGH DECEMBER 31, 2023

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PREAMBLE

This agreement by and between the County of Putnam and the Putnam County Sheriff, as joint employers (hereinafter referred to as the "County"), and the Putnam County Sheriffs Employees Association, Inc. (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the County and the Association.

ARTICLE 1

THE LAW GOVERNING THIS AGREEMENT

The law governing this Agreement shall be the Public Employees' Fair Employment Act, and the local laws of the County of Putnam, which are not inconsistent with the said act and laws.

ARTICLE 2

RECOGNITION AND ASSOCIATION RIGHTS

A. The County recognizes the Association as the sole and exclusive representative for members of the Putnam County Sheriff's Department holding the title of Corrections Officer, Corrections Sergeant, Cook, Principal Account Clerk, Dispatcher, Senior Office Assistant and Office Assistant and shall exclude the titles of Sheriff, Undersheriff, Chief Criminal Investigator/Inspector, Captain, Lieutenant, Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Investigator, Senior Investigator, First Sergeant, Confidential Secretary, Custodian and all other County employees.

B. The Association shall act as such representative or agent in all negotiations with the County within the scope of this Agreement, and when requested to do so by the employee or employees in question, shall represent employees in grievances for the term of this Agreement.

C. The County recognizes the right of the members of the Putnam County Sheriff's Department to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit unit members during working hours. Such Association representatives shall also be permitted to appear at public hearings or boards of inquiry upon the request of members. Such visitations shall not disrupt operations and shall be made with prior approval of a staff officer.

D. The officers of the Association shall have the right to visit the County facilities by appointment for the purpose of adjusting and administering the terms and conditions of this Agreement.

E. Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of free time from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the unit members and the uninterrupted operation of government upon prior permission of the Sheriff or designee.

F. Members of the Association who are designated to represent the members of the Putnam County Sheriff's Department with prior approval of the Sheriff or designee may attend meetings and conventions of the police conferences to which the Association belongs, in pursuance of their obligation as officers or delegates of the bargaining unit herein, without loss of pay or time with the approval of the Sheriff or designee and in accordance with the requirements of the Audit and Control Bureau of the New York State Comptroller's Office.

G. The Association shall forward the employer a list of the names and titles of its officers and representatives plus changes as they occur.

H. Both parties agree that there shall be no Association activity on County time without first obtaining prior approval of the Sheriff or designee. The County shall provide a meeting room for Association meetings when available.

I. Two (2) bulletin boards (size 1 1/2' by 2') will be provided for use by the Association for legitimate Association business. Copies of any materials posted on the bulletin board will be initialed and dated by the person posting same on behalf of the Association and a copy will be provided prior to such posting to the Sheriff. Nothing of a derogatory nature regarding the Sheriff or Putnam County will be posted on the bulletin boards.

J. Subject to availability and upon prior request and approval, a meeting facility in the Sheriff's office will be made available to the Association.

K. Upon request and prior approval, representatives of the Association who are mutually scheduled to participate in collective bargaining negotiations will be granted time off without loss of pay for the purpose of engaging in such negotiations as follows:

1. 12 Midnight to 8 a.m. shift - Such employees will be granted time off without loss of pay for the shift preceding the negotiating session which commences during the morning hours.
2. 8 a.m. to 4 p.m. shift - Such employees will be relieved and replaced on the shift for the duration of the negotiating session. These employees, will, however, change into uniform in the locker room and report for work at the conclusion of the negotiating session.
3. 4 p.m. to 12 Midnight shift- Assuming that the negotiating session is during the day time hours, such employees will report for work as scheduled.

The schedules above should be modified per Article 8.

ARTICLE 2-A

DUES DEDUCTION

A. The County agrees to deduct dues uniformly required from members of the Association and to transmit such dues to the Association.

B. The Association shall advise the Commissioner of Finance of the County of Putnam, by certified mail, of the Association dues.

C. The deduction for each member shall commence during the month following written notice from the Association of the dues.

D. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon the dues information as furnished by the Association to the County.

ARTICLE 3

COLLECTIVE BARGAINING UNIT

A. The collective bargaining unit shall consist of all employees of the Sheriff's Department, holding the title of Corrections Officer, Corrections Sergeant, Cook, Principal Account Clerk, Dispatcher, Senior Office Assistant and Office Assistant, and shall exclude the titles of Sheriff, Undersheriff, Chief Criminal Investigator/Inspector, Captain, Lieutenant, Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Investigator, Senior Investigator, First Sergeant, Confidential Secretary, Custodian and all other County employees.

B. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

C. Part-time employees shall receive no contractual benefits.

ARTICLE 4

RIGHTS OF THE EMPLOYER

A. The County hereby retains and reserves unto itself, without limitation, all

powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New York and the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the County government and its properties and facilities and related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
2. To hire all employees, to promote, transfer, assign or retain employees in positions within the County and in that regard to establish reasonable work rules.
3. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law.
4. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
5. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
6. Employees, regardless of regular assignment, may be assigned by the County to perform any duty related to their employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement to the extent such terms hereof are in conformance with the constitution and laws of the State of New York and of the United States.

ARTICLE 5

INSURANCE

A. The County will continue to provide Health Insurance in accordance with this Article.

B. Employees who work more than twenty-five (25) hours per scheduled week and earn more than fifteen thousand dollars (\$15,000) per year and have completed thirty (30) working days of County employment will be offered the County's health insurance plan for the Employee and Employee's eligible dependants subject to the following:

SCHEDULE AND MONTHLY PREMIUM CO-PAY
FOR INDIVIDUAL AND FAMILY COVERAGE PAYMENTS

1. For employees hired effective December 4, 2007 or prior shall contribute to the cost of health insurance premiums according to the following schedule:

<u>Years of Service</u>	<u>Monthly Premium Payment Requirement</u>	
Starting through 4 years	County-70%	Employee-30%
Starting 5 through 8 years	County-80%	Employee-20%
Starting 9 through 12 years	County-85%	Employee-15%
Starting 13 years and above	County-90%	Employee-10%

2. Any employee hired December 5, 2007 or thereafter shall contribute to the cost of health insurance premiums according to the following schedule:

<u>Years of Service</u>	<u>Monthly Premium Payment Required</u>	
Starting through 4 th year	County - 70%	Employee – 30
Starting 5 th year through 7 th year	County – 75%	Employee – 25%
Starting 8 th year through 11 th year	County – 80%	Employee – 20%
Starting 12 th year through 14 th year	County – 85%	Employee – 15%
Starting 15 th year and above	County – 90%	Employee – 10%

C. The County will provide Comprehensive Liability Insurance.

D. The County shall have the right upon notice to the Association to change insurance carriers or self insure so long as substantially similar benefits are provided. Prior to making a change,

the County will notify the Association at least sixty (60) days prior to the contemplated change. In the event the Association believes that the benefits being provided by another insurance carrier or self insurance are not substantially similar the Association may after notification of the contemplated change by certified mail from the County, demand arbitration of the issue within thirty (30) days after receiving said notification.

E. The parties agree to provide for an optional buy-out of health insurance coverage by a member of the bargaining unit. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the County on the "Request to Decline And Waive Health Insurance Coverage" form attached hereto and made a part of Appendix "B", that he/she is selecting to decline and waive the health insurance coverage provided by the County, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties. The request is to be completed annually, during the open enrollment period.

An employee who declines and waives health insurance coverage as provided above shall be paid \$1,100 per year, payable in equal payments every bi-weekly payroll period for the period of time the employee declines and waives health insurance coverage provided by the County.

It is further agreed and understood by and between the parties, that any employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the County, he/she is required to provide written notice to the County that he/she is covered by health insurance under a different plan. Any employee who has elected to receive the buy-out fee, is required to provide written notice to the County on the "Request to Resume Health Insurance Coverage" form, attached hereto and made a part of Appendix "B", that he/she is no longer covered or wishes to re-enter any of the health insurance plans provided by the

County. The parties recognize and agree that the effective date of the employee's reestablishment of health insurance coverage provided through the County shall be at the earliest possible date as provided by the plans. The County agrees to notify the plan upon notice by the employee to them, of that employee's decision to re-establish health insurance coverage through the County.

The waivers herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The County shall be responsible for providing the form(s) to the employee that are attached hereto and made a part of Appendix "B" of this Agreement, and to be used as set forth herein.

F. Dental and Optical Insurance Coverage: Employees who work more than twenty-five (25) hours per scheduled week and earn more than fifteen thousand dollars (\$15,000.00) per year and have completed thirty (30) working days of County employment will receive dental and eyeglass insurance, at a benefit level comparable to those currently provided to the CSEA Union.

ARTICLE 6

EDUCATIONAL BENEFITS

A. Any member who attends an accredited school and pursues a course of study, shall be reimbursed for the actual cost of tuition, less reimbursement received from any other source, to a maximum amount of \$750.00 per year paid by the County. The prior approval of the Sheriff or designee is required for all courses taken. Satisfactory completion is needed for reimbursement.

An employee shall receive an increase in annual salary, upon satisfactory completion of study, in accordance with the following schedule:

30 credits	\$275.00
60 credits	\$425.00
90 credits	\$575.00
120 credits	\$725.00

150 credits \$875.00

Such increase shall not be cumulative.

B. Credits earned during a year will be paid for in the next calendar year. Acceptable credits are those earned while matriculated in a course of study in police science or criminal justice or other course of study approved by the Sheriff or designee.

ARTICLE 7

PERSONAL LEAVE

A. Employees shall be entitled to personal days to be used for personal, business, household or family matters described in this section according to the following schedule:

<u>Years of Service</u>	<u>Number of Personal Days</u>
0 days - 120 days	1 day
120 days - 240 days	2 days
240 days - 5 years	3 days
5 years or more	4 days

B. 1. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

2. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

3. In the event of a serious illness in an employee's family, the employee may, after exhausting his/her personal leave, charge such additional leave as he/she may require first to earned vacation and thereafter to accrued sick leave subject to prior approval by the Sheriff or designee concerning the utilization of such sick leave.

C. Personal leave days shall be granted only upon request of at least forty-eight (48) hours prior to the requested personal leave date, except in case of emergency, and shall be subject to the approval of the Sheriff or his designee. Employees requesting emergency personal leave must comply with Section H.3 of the Staffing and Attendance Policy attached hereto as Appendix F.

Requests for personal leave which are made no sooner than sixty (60) days nor later than twenty (20) days prior to the date sought, will be responded to within five (5) days of the request. Requests for personal leave which are made less than twenty (20) days prior to the date sought will be responded to within (3) days from the date of the request.

D. Any amount of personal leave in excess of the employee's entitlement may be granted only upon the approval of the Sheriff or his designee.

E. Unused personal leave days will be credited to sick leave at the end of each calendar year.

F. Personal leave must be taken in a minimum of whole days.

ARTICLE 8

HOURS OF WORK, OVERTIME AND RECALL

A. Hours of Work:

1 All unit members shall work an eight (8) hour tour of duty which shall include a forty-five (45) minute meal period.

2. All Correction Officers will report for duty fifteen (15) minutes prior to the commencement of their tour of duty for the purpose of briefing (the exchange of information from the outgoing shift to the incoming shift) and conducting a head count prior to assuming the duties of the post.

B. Employees' assigned shifts shall be as follows:

CORRECTION OFFICERS

A LINE	11:30 PM	TO 7:30 AM
B LINE	7:30 AM	TO 3:30 PM
C LINE	3:30 PM	TO 11:30 PM
D LINE	8:30 AM	TO 4:30 PM (Monday – Friday)
E LINE	9:00 AM	TO 5:00 PM (Monday – Friday)
F LINE	1:00 PM	TO 9:00 PM (Program Officer)
G LINE	7:30 AM	TO 3:30 PM (Monday – Friday)
H LINE	8:30 AM	TO 4:30 PM (Sunday – Thursday)

If a holiday falls on a regular day off for an employee working the H Line, the employee shall receive the next day off. If a holiday falls on a Saturday for an employee working the G Line, the employee shall be entitled to the previous Friday off, and if the holiday falls on a Sunday, the employee shall be entitled to the following Monday off.

COOKS

1 ST SHIFT	6:00 AM	TO 2:00 PM
2 ND SHIFT	8:00 AM	TO 4:00 PM
3 RD SHIFT	9:00 AM	TO 5:00 PM

CLERICAL

1 ST SHIFT	8:00 AM	TO 4:00 PM
2 ND SHIFT	8:30 AM	TO 4:30 PM
3 RD SHIFT	9:00 AM	TO 5:00 PM

SHERIFF OFFICE DISPATCHERS

A LINE	11:30 PM	TO 7:30 AM
B LINE	7:30 AM	TO 3:30 PM
C LINE	3:30 PM	TO 11:30 PM

C. Standard Work Week:

1. The standard work week for full-time enforcement employees shall be no more than eight (8) hours fifteen (15) minutes per day and forty-one (41) hours fifteen (15) minutes including a daily forty-five (45) minute meal period.

2. The standard work week for full-time non-enforcement employees shall be forty (40) hours, including a forty-five (45) minute meal period.

3. The present work schedule provides for four (4) days on and two (2) days off with up to a maximum of seven (7) option days which may be utilized by the Sheriff at his discretion for any purpose other than staffing for recognized holidays. The County reserves the right upon prior notice to the Association to revert back to the preceding schedule (5-2, 5-2, 5-2, 5-3) without any additional pay or costs whatsoever.

4. The number of pass days off per year is derived at by combining two days off per week (104) and the number of holidays allowed contractually for each divisional employee. The Sheriff agrees to have any work days owed, scheduled prior to December in the year in which they are owed; whenever practicable. This will be done entirely at the discretion of the Sheriff.

D. Overtime Compensation:

1. Overtime compensation shall be paid to all employees for all time worked in excess of the regularly scheduled working hours at the rate of time and one-half (1 1/2).

2. Overtime Compensation Dispute

In the event the overtime claimed by an employee is being denied in whole or in part, such employee will be so notified. Thereafter, if the employee wishes to object to such denial, he/she may do so in the following manner:

a. The employee will reduce the complaint to writing and refer the matter to the President and Vice President of the Association.

b. The staff officer, President and Vice President and member of the Association involved will then confer with reference to the dispute and attempt to work out an agreement.

c. If an agreement is not reached, then a hearing will be held with the Sheriff, staff officer involved, President and Vice President and member of the Association involved in the dispute.

d. In the event the Sheriff, President and Vice President of the Association fail to reach an agreement as to the overtime for which an employee is to be compensated, then the dispute shall be submitted to the County as a grievance in accordance with the terms of this Agreement.

E. Recall and Court Time:

Employees who are called in to work at a time when they are not normally scheduled and provided that such time is not contiguous to the work day, will receive a minimum of three (3) hours overtime compensation, regardless of the amount of time the employee's assigned duties may require. The County retains the right to require an employee to work the full three (3) hour period at such duties as the Sheriff may require.

F. Compensatory Time Off in Lieu of Payment of Overtime:

The employee may elect to take time off duty in lieu of payment for overtime worked. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The election to take compensatory time off will be made in writing on forms prescribed by the Sheriff. In the absence of any such election, the overtime work will be paid for at the regular overtime rate. Requests for compensatory time off shall be granted in the order that they are received. The granting of compensatory time off shall be at the discretion of the Sheriff. In the event that more than one request is received at the same time, seniority shall govern. The Sheriff shall promulgate rules for the recording, accumulation and use of compensatory time. There shall be a 96 hour annual "hard

cap” on compensatory time for all employees hired prior to May 26, 2017¹. For all employees hired on or after May 26, 2017², there shall be a 72 hour annual “hard cap” on compensatory time. Employees may not earn, accrue, and use more than 96 hours during any calendar year, or 72 hours for all employees hired on or after May 26, 2017. Members wishing to take compensatory time must request such time at least 48 hours in advance. Member may request once, during a calendar year, payment for compensatory time, but, in no event, may the employee accrue more than 96 hours during the calendar year. Any compensatory time remaining at the end of the calendar year shall be paid. Effective January 1, 2020, all employees shall be entitled to accrue a “hard cap” of ninety-six (96) hours per calendar year.

G. Swaps/Switches:

1. Employees shall be permitted seven (7) swaps/switches per month, whether in the form of same day swaps/switches or non-same day swaps/switches. A request must be made within thirty (30) days of the first swap/switch and must be paid back within sixty (60) days of the initial swap/switch.
2. Seventy-Two (72) hours’ notice of a swap/switch shall be given unless it is impracticable under the circumstances to do so.
3. All Employees involved in a swap/switch shall agree to the change. Performing a swap for monetary or any other form of compensation is strictly prohibited.
4. The Sheriff shall retain the right to deny the requested swap/switch if the safety or operation of the facility is compromised. The denial of a swap/switch is subject to the grievance provisions contained herein. The standard of review for any denial shall be whether or

¹ Date of Issuance of Decision of Director of PERB, Case No. U-34748

² Date of Issuance of Decision of Director of PERB, Case No. U-34748

not such denial constituted an abuse of discretion. Both employees involved in a swap shall agree to the change and only both staff members who are parties to the swap as indicated on the mutual exchange form may fulfill the mutual obligation. Third party swaps/switches or use of personal accrued leave (excluding sick leave) are prohibited. Employees shall be permitted to request schedules on a monthly basis in accordance with the current P-1 system.

5. Mutual swaps/switches, and any other issue pertaining to swaps/switches, shall be governed by the remaining terms and conditions of this Agreement.

H. Force Policy:

INVOLUNTARY SHIFT SCHEDULES (FORCED OVERTIME)

A. There will be operational needs of the Sheriff's Department requiring a member to work shifts beyond their regularly scheduled shift, referred to as "forced overtime."

1. All post assignments and shifts are subject to coverage by forced overtime.

B. The dates and times of those members who are forced will be recorded on forms issued by the sheriff or his designee.

C. The forms will include but not limited to, the following:

1. the date a member is "forced"
2. the names of volunteers requested to work the overtime prior to the use of "forced overtime"
3. the most recent date and the oldest date each member was forced
4. the names of members who are working the current shift and being considered for forced overtime.

D. When a forced overtime form is no longer in use, the form will be forwarded to administration for record keeping.

E. Criterion:

- a. When two or more members have the same forced date, the members will be forced in reverse seniority.
- b. Members CANNOT volunteer out of date rotation to work a forced overtime date, from the worksheet.
- c. Once a member is advised that he/she is forced to work the next shift and cannot leave, the forced date is to be credited to that member.
- d. Members who are working a switched shift carry their force date with them.
- e. A member who is forced shall be given preferential post assignments subject to the operational needs of the Sheriff's Department.
- f. Members will be notified if they are going to be forced as soon as practicable after a force situation will be required.

F. Forces will be made irrespective of gender unless a minimum gender staffing requirement exists.

COMPENSATORY LEAVE TIME

A. Compensatory Leave Time submissions shall meet the same requirements as personal leave and in accordance within the criteria herein.

B. Requests will be submitted on a standardized memorandum issued by the Sheriff or his designee.

C. Requests for compensatory leave time in consecutive periods of more than eight (8) hours require approval by the sheriff, or his designee.

D. Members are encouraged to submit requests with coverage prearranged in order to reduce the need to force another member.

E. Any compensatory leave time that is not used at the end of the County fiscal year will be converted to monetary compensation and paid to the member before the end of the following month.

F. A member may request that their earned compensatory leave time be converted to monetary compensation for all or part of their earned time in their time bank and paid to the member in the next pay period. This will occur once during the fiscal year that the compensatory leave time was earned.

PERSONAL LEAVE TIME

A. Personal Leave Time shall be approved when requested, without prearranged coverage when not on a holiday.

B. Personal Leave Time submitted without prearranged coverage requires that another member will be forced to cover the request.

C. Personal Leave will be requested by a standardized memorandum as set forth by the sheriff or his designee.

ARTICLE 9

WAGE SCALE AND LONGEVITY

A. The base wage schedule for all employees shall be as set forth in Appendix "A" attached hereto and made a part of this agreement. Appendix "A" shall reflect the following increases for all employees:

Effective 2017 – 1.75% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2016 with retro payments made to those employees on the payroll as of June 4, 2020.

Effective 2018 – 1.75% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2017 with retro payments made to those employees on the payroll as of the date of ratification by the parties.

Effective January 1, 2019 – 2.00% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2018 with retro payments made to those employees on the payroll as of the date of ratification by the parties.

Effective January 1, 2020 – 2.00% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2019 with retro payments made to those employees on the payroll as of the date of ratification by the parties.

Effective January 1, 2021 – 2.25% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2020.

Effective January 1, 2022 – 2.25% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2021.

Effective January 1, 2023 – 2.125% increase shall be applied to each and every step of the respective base wage scale in effect on December 31, 2022.

Steps 6, 7 and 8 will be added for Correction Officer Series employees hired after June 4, 2020 within salary limits of existing grades (see attached Appendix A).

B. Longevity - Employees covered under this Agreement will be entitled to longevity payments in accordance with the following scale for years of continuous service:

Years of Service	Amount
After 7 years	\$1225.00
After 12 years	\$1625.00
After 17 years	\$2075.00
After 22 years	\$2525.00

C. Longevity – Effective January 1, 2020, and prospectively, current employees will be entitled to longevity payments in accordance with the following scale for years of continuous County service:

Years of Service	Amount
After 7 years	\$1,500
After 12 years	\$2,000
After 17 years	\$2,500
After 22 years	\$3,000
After 25 years	\$3,250

Employees hired after June 4, 2020 will be entitled to longevity payments in accordance with the following scale for years of continuous County service:

Years of Service	Amount
After 8 years	\$1,500
After 13 years	\$2,000
After 19 years	\$2,500
After 23 years	\$3,000
After 25 years	\$3,250

Longevity is non-cumulative and applied after wage increases (current practice).

D. Shift Differential

Correction Officers and Dispatchers who work the A and C Lines shall be paid 4.50% shift differential for hours worked within said shifts, except for those Correction Officers who work the modified B Line who will only be eligible for shift differential while working overtime within the A and C Lines. Shift differential shall only be paid for hours worked and shall not be paid when on leave such as General Municipal Law 207-c, vacation, compensatory time, sick leave, personal leave, bereavement leave, etc.

E. Salary Holdback

It is understood by the parties that the County has adopted a one (1) week salary holdback and such monies are due the Employees on separation from County services.

F. As soon as practicable with notice to employees, all employees will be paid by a mandatory direct deposit with paperless payroll stubs. Employees' pay stubs will only be made available through the employee portal.

ARTICLE 10

HOLIDAYS

A. All personnel other than Correction Officers and Correction Officer Sergeant shall have the following days treated as holidays:

New Year's Day	Martin Luther King, Jr.'s Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Friday following
Thanksgiving Christmas Day	

B. Members assigned as Correction Officer or Correction Officer Sergeant shall have ten (10) days treated as holidays which shall be from the list set forth in A above.

C. As to personnel who normally work from Monday through Friday, if any of the above holidays fall a Saturday, the preceding Friday shall be considered the holiday, and if any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday.

D. Effective January 1, 2020, personnel who rotate shifts and/or are regularly scheduled to work on Holidays, shall be entitled to ten (10) paid Holidays which may be other

than those enumerated above as designated by Departmental scheduling and shall be entitled to a lump sum payment in the first (1st) pay period of December of each year of \$1,000.00.

Employees who are hired or separate from service between January 1st and December 31st shall be entitled to one-twelfth (1/12) of the lump sum payment for each full calendar month of service during that year.

Effective January 1, 2020, employees who are scheduled to work on New Year's Day, Memorial Day, Independence Day, Thanksgiving or Christmas Day shall receive time and one-half for hours worked. If forced to work on one of such holidays, the employee shall receive double time for hours worked.

E. All employees not scheduled to work on a paid holiday who are required to work on such paid holiday shall be paid at the rate of double time (2x). Employees scheduled to work on one of the enumerated holidays, who are required to work overtime on such holiday will be paid at the rate of time and one half (1 1/2).

Holiday dates will be the celebrated holiday dates.

ARTICLE 11

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, he/she shall suffer no loss of regular straight time pay for leave up to a maximum of three (3) consecutive days including the day of funeral.

B. Leave taken by reason of death in an employee's immediate family shall be limited to the following relatives: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandfather and grandmother.

C. Employees requesting bereavement leave must comply with Section H.5 of the Staffing and Attendance Policy attached hereto as Appendix F.

D. Bereavement days are not cumulative.

E. Upon request and prior approval, an employee may utilize unused sick time up to a maximum of three (3) days per occurrence in the event of death in the employee's immediate family.

ARTICLE 12

CLOTHING ALLOWANCE

A. All uniformed personnel of the Sheriff's Department will have their issued uniforms and equipment maintained and replaced at the expense of the County and replaced with the approval of the quartermaster.

B. All full time cooks shall receive an annual clothing allowance of \$450.00 which shall be paid upon the submission of a voucher and approved by the Sheriff or designee.

C. All non-enforcement employees shall wear their own clothing to work which shall achieve a standard known as "business casual" and include the following items: collared shirts, slacks, pantsuits, sweaters and blouses. That clothing shall not consist of jeans, t-shirts, sweatshirts, sweatpants, sweat suits or sneakers.

Each non-enforcement employee shall be given an annual clothing allowance of \$350.00 to be paid in the first (1st) pay period of each December.

ARTICLE 13

VACATIONS

A. Employees with continuous permanent employment in the Putnam County Sheriff's Department, will be granted vacation time in accordance with the following schedule:

Years Completed

Days Off

1	10
3	15
8	20

B. Vacations are to be taken in the year following the year in which they are earned. In the event more than one employee requests the same vacation period and can reasonably be spared from assigned duties shall be granted vacation based on seniority in the respective department or within the respective work area. It shall be in the sole discretion of the department head to determine whether or not more than one employee can be reasonably spared from assigned duties at any one time. Vacations must be taken by an employee and given by the department head under such circumstances where an employee's failure to take such vacation would result in the loss to the employee of vacation time.

C. Upon prior written request and advance approval by the Sheriff or designee, employees covered under this Agreement may be permitted to take their vacation time in four (4) or five (5) day segments in accordance with the present or preceding work schedule and the needs of the department.

D. In the event an employee, while on vacation, becomes seriously ill, seriously injured, or is hospitalized, such employee may have that portion of vacation, while confined, charged to accrued sick time upon presentation of adequate proof to the Sheriff or designee. If granted, the rescheduling of vacation time will be at the discretion of the Sheriff or designee.

E. Those employees desiring vacation pay in advance must make their request for same through their immediate supervisor. The supervisor will then clear the request through the Sheriff. The Commissioner of Finance requires three (3) weeks prior notice to the start of the vacation. The employee therefore should make the request four (4) weeks prior to start of their scheduled vacation.

F. On mandatory retirement, nominal service retirement, or retirement due to disability or sickness, the following formula shall be used in awarding vacation for the year during which such retirement occurs:

$$\begin{array}{ccc} \text{No. of Months Worked} & \text{X} & \text{No. of Days to be Earned} \\ 12 \text{ Months} & & \text{in Current Year} \end{array}$$

G. Holidays or special days granted during a vacation shall not be charged to vacation time.

H. Payment for earned and unused vacation shall be made upon retirement or resignation with two (2) weeks written notice or upon death of the employee.

ARTICLE 14

GRIEVANCE PROCEDURE

A. 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement and resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. The term "grievance" as used herein means any appeal by an individual employee or group of employees or the Association on behalf of such individual employee or group of employees arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. A grievance shall be submitted on an agreed upon form.

B. Business days shall mean Monday through Friday, excluding Saturdays, Sundays and holidays. The following constitutes the sole and exclusive method for resolving grievances

between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent.

Step One: A grievance must be filed in writing within 15 business days with the Sheriff or designee (excluding Saturday, Sundays and holidays) after the event giving rise to the grievance has occurred. Delivery must be made to the Sheriff by the method of “in-hand” delivery to the Sheriff, the Undersheriff, the Sheriff’s Secretary, the Undersheriff’s Secretary or by mail with a postmark within the prescribed time limits as outlined in the grievance procedure.

Failure to act within the 15 business days shall be deemed to constitute an abandonment of the grievance. The written grievance shall contain the relevant facts, the applicable section of the contract violated and the remedy requested by the grievant. The Sheriff or his designated representative will answer the grievance within 15 business days of receipt of the written grievance.

Step Two: If the Association wishes to appeal the decision of the Sheriff, such appeal shall be presented in writing to the County Executive within 15 business days after received by the union. Delivery must be made to the County Executive by the method of “in-hand” delivery to the County Executive, the Deputy County Executive, the Chief of Staff, the County Executive’s Secretary, or by mail with a postmark within the prescribed time limit. The appeal shall include copies of all previous correspondence relating to the matter and the dispute. The County Executive or designee shall respond, in writing, to the grievance within 15 business days of the receipt of the written appeal.

Step Three: If the Association wishes to appeal the decision of the County Executive, the Association may present the matter to arbitration by filing a Demand for Arbitration with the County Personnel Officer within 10 business days after the determination by the County

Executive, is received by the union or by mail with a postmark within the prescribed time limit. The parties shall establish an arbitration panel consisting of the following arbitrators, Thomas Rinaldo, Sheila Cole, Jay Siegel and Howard Edelman. The arbitrator shall be selected on a rotating basis.

Step Four: If the grievance is not settled through Steps One, Two, and Three, either party may refer the matter to arbitration within ten (10) days after the determination by the County Executive. If the parties fail to agree upon an arbitrator within ten (10) working days after the matter has been referred to arbitration, then an arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The arbitrator shall render any decision in writing with reasons therefore and shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

D. The parties direct the arbitrator to decide, as a preliminary question, whether jurisdiction exists to hear and decide the matter in dispute. The jurisdiction of the arbitrator in deciding matters in dispute under the grievance procedure shall cover only disputes constituting a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Those matters determined by the arbitrator to be outside this definition shall not be decided by the arbitrator, except the determination of jurisdiction.

E. The costs for the services of the arbitrator shall be borne equally between the County and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

F. The decision of the arbitrator shall be final and binding on both parties.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding Step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for the decision of any Step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or Agreement the time limits provided for processing a grievance at any Step in the Grievance Procedure.

H. No more than one (1) grievance may be submitted to the same arbitrator at any one time without consent of both the County and the Association. Time limits set forth herein may be extended upon mutual agreement by the parties in writing.

ARTICLE 15

SICK LEAVE

A. Employees covered under this Agreement will be granted sick leave in accordance with the following schedule:

1. (a) All Correction Officers and Correction Officer Sergeants shall receive one (1) working day a month or twelve (12) days a year.

(b) All unit members other than Correction Officers and Correction Officer Sergeants shall receive ten (10) sick days per year on a pro-rated basis.

2. Sick days may be accumulated until a maximum of one hundred eighty (180) days is reached and may be credited to the employee for future sick leave.

B. In order to be eligible for sick leave, an employee must call-in in compliance with Section U of the Staffing and Attendance Policy attached hereto as Appendix F. Failure to so notify may lead to denial of sick leave.

C. Upon becoming sick or disabled, an employee, by virtue of employment or service after the effective date of this regulation, may during sickness or disability, be granted sick leave with pay to the extent of the unused sick time which has been accumulated, but no sick leave with pay shall be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.

D. If an employee is absent on sick leave on a regularly scheduled shift, such employee may not work for the next two (2) shifts if it would result in overtime for that employee, unless the employee is forced or is mandated by the Employer to work.

E. Where an employee, because of illness, is required to remain away from employment beyond sick leave allowance, the Sheriff in the exercise of judgment, may petition the County Executive that additional sick leave with pay may be granted, due consideration being given to the employee's service prior thereto. However, in no case shall sick leave with pay be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.

F. Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, such accumulated and unused sick leave time shall be canceled and not paid.

G. It is expressly provided that maternity leave without pay may be granted up to one (1) year, provided the existence of pregnancy is reported in writing to the department head no later

than the fifth month. Such sick leave without pay must begin when, upon certification of a doctor, further service would be detrimental to health.

H. The Sheriff may require a physician's certification for any absence of more than three (3) days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. In any case, the department head may require an examination by a physician or other acceptable evidence that the illness is bona fide.

I. Employees covered under this Agreement who are on sick leave must comply with Section U.5 of the Staffing and Attendance Policy, RESTRICTED MOVEMENT, attached hereto as Appendix F. Furthermore, employees on sick leave may be medically determined to be available for light duty and so utilized per Section P of the Staffing and Attendance Policy attached hereto as Appendix F.

J. Provision is made for conversion of unused sick leave as additional service credit upon retirement as provided in Section 41(j) of the Retirement and Social Security Law.

K. Upon retirement, service members shall have the **option** to have their accrued and unused sick leave credit converted for additional service times as provided in Section 41(j) of the Retirement and Social Security Law (see Section j above), applied toward their retiree health benefit contributions or receive a payment as follows:

1 – 70 days	\$75 for each day/prorated if less than a whole day
71 – 110 days	\$100 for each day/prorated if less than a whole day
111 – 150 days	\$125 for each day/prorated if less than a whole day
151 – 180 days	\$150 for each day/prorated if less than a whole day

The payout shall be non-cumulative and each tier shall be computed separately.

L. Corrections Officers and Dispatchers who use the number of sick days in a calendar year, as stated in the chart below, shall receive the cash bonus payment stated in the chart.

<u>Days</u>	<u>Cash Bonus</u>
0 days	\$1,300/year (\$1,500/year effective January 1, 2020)
1-3 days	\$650/year (\$750/year effective January 1, 2020)

Employees who do not utilize any sick leave in a calendar half year (January – June or July – December) shall receive a pro rata payment of (\$650) (\$750 effective January 1, 2020) in the second payroll period succeeding such calendar half year stated above. Employees that utilize 1 to 1 ¹/₂ sick days in a calendar half year (January – June or July – December) shall be paid such pro rata payment (\$325) (\$375 effective January 1, 2020) in the second payroll period succeeding such calendar half year stated above.

ARTICLE 16

DISCIPLINARY PROCEDURES

A. The County may bring disciplinary charges against an employee within an eighteen (18) month period from the date the violation is discovered unless tolled pursuant to Section 75 of the Civil Service Law.

B. A hearing will thereafter be conducted and a determination shall be made within thirty (30) days after the hearing is concluded.

C. In the event the employee, in writing, waives a hearing on disciplinary charges, a determination shall be made within thirty (30) days after such written waiver has been received by the Sheriff.

D. Hearing Board:

Hearings upon charges will be conducted by a Hearing Board consisting of either three members of the Putnam County Sheriff's Department, or one hearing officer appointed by the Sheriff pursuant to Section 75 of the Civil Service Law. The choice of having a three member board or one hearing officer shall be the choice of the accused member. On the three member hearing board, the presiding officer shall be of the rank of Lieutenant or above, and one other member shall be of the rank of Sergeant or above, both of whom will be selected by the Sheriff. The third officers of the Board may be named by the certified or recognized employee organization or union of the accused member, and if available, will be designated by the Sheriff. If, after designation as a member of a Hearing Board, any officer so designated feels constrained to disqualify himself for cause, he/she shall so advise the Sheriff and the Sheriff may designate a replacement, prior to the hearing. Designated Hearing Board officer(s) shall refrain from acquainting themselves with any facts or circumstances involving the accused of the subject matter of the hearing, except for a review of the pleadings.

ARTICLE 17

PENSIONS

A. The County shall provide to each employee the retirement plans as described in the New York State and Local Employees' Retirement System.

B. The County shall provide an alternate and improved retirement benefit for each Correction Officer and Correction Sergeant as described in Sections 89-p and 603(1) plans of the New York State and Local Employees' Retirement System. Appendix "E", attached hereto and made a part of this Agreement, sets forth the parties' agreement to CFR and EMT training and stipends.

ARTICLE 18

MISCELLANEOUS

A. Leave of Absence

A leave of absence may be allowed for the following reasons:

1. Education of the employee to improve his or her present vocation for education suggested or approved by the Sheriff.
2. Maternity condition of the employee.
3. Illness of an employee or spouse or member of the employee's immediate family residing in the same household. Immediate family shall include only children of employee or parents of employee or employee's legal spouse.

A leave of absence can be considered for a period of 6 months subject to a recommendation of an additional 6 month leave at the end of the initial 6 month period. An extension of a leave of absence beyond 6 months shall be requested and acted upon at least 2 weeks prior to the end of the initial 6 months period. A leave of absence shall not be considered for a period in excess of 1 year.

B. Funeral Expenses

The County will pay up to a maximum of seven thousand five hundred dollars (\$7,500.00) for funeral expenses for an employee killed in the line of duty while in the service of the County of Putnam.

C. Firearms Training

It is agreed upon by the parties that firearms training will be included in the seven (7) option days described in Article 8 (C) (3) above at no additional compensation to the employee.

D. Involuntary Transfer

Where an employee is required to transfer, except for cause, or by appointment to a non-permanent rank, to a position which receives a lower annual salary, such employee shall receive the salary due at the higher grade while performing work in the lower grade position.

E. Current Benefits

All other benefits currently enjoyed by employees covered under this Agreement, whether by statute, law, ordinance or resolution, shall continue to be in effect during the term of this Agreement providing such benefit does not duplicate a similar benefit hereunder.

F. Deferred Compensation and Flexible Spending Account

To the extent allowed by law, payroll deductions shall be provided without service from County charge for employee payment to the deferred compensation program authorized by the County and for employee pre-tax co-payment of such health insurance premiums where such payments are authorized by each employee in writing and in accordance with the rules of the Comptroller or other relevant County regulations.

G. The County agrees to print and furnish each of the employees one (1) copy of this agreement, for which they shall sign for as received. New employees shall also be provided a copy of this agreement upon hiring.

H. Information regarding the balance of all paid leave accruals shall be provided to each employee by the County in the pay period following the first (1st) of the month.

I. Any PCSEA member who has, at any time in the past, lapsed in their EMT certification and yet continued to receive stipend payments from the County under the premise that such certification was valid and up to date shall be required to pay back the County in full for such incorrect payments made to the member. This amount shall be withheld by the County from any retroactive payments that may apply after the ratification of this agreement.

J. The County shall waive the filing fee for promotional civil service examinations.

K. The parties agree to establish a committee to make recommendations to the sheriff concerning the placement of training certificates in an employee's personnel file. The committee shall consist of one designee of the sheriff and one designee of the union and shall meet on an as needed basis and shall make its recommendation within thirty (30) days of the meeting. The sheriff's determination shall be final and shall not be subject to the grievance procedure and shall be made within thirty (30) days of receiving the committee's recommendation.

ARTICLE 19

PART-TIME EMPLOYMENT

The provisions under the title, "Part-Time Employment", as set forth under Section 7.4 (H) of Article 7 of Book II of the Articles of Administration of the Putnam County Sheriff's Office and Correctional Facility (hereinafter "Department Rules and Regulations"), which provisions are incorporated by reference herein and made a part hereof, are hereby amended to delete subparagraph (3) of said Section. This Agreement provision is intended to permit a unit member to engage in part-time employment as a driver or attendant for a commercial ambulance company or service, subject to all the conditions set forth elsewhere under the said Article 7 of the Department Manual.

ARTICLE 20

GENERAL MUNICIPAL LAW SECTION 207-C POLICY

SEE Attached policy, Appendix "C"

ARTICLE 21

DRUG AND ALCOHOL POLICY

SEE Attached policy, Appendix “D”

ARTICLE 22

CFR CERTIFICATIONS

Notwithstanding the provisions of Appendix E, the parties agree to eliminate the requirement for CFR certification and training contained in Appendix E. The current EMT stipend(s) shall be retained for those employees who are currently receiving stipends. Employees hired prior to June 4, 2020 shall be eligible for new certifications and appropriate stipends. Employees hired after June 4, 2020 shall not be eligible to receive the EMT stipend, regardless of whether the employee holds such EMT certification. Any new trainings required to be taken in order for a member to keep his/her certification current or to obtain a new certification shall not be taken on County time and shall not be an expense of the County.

ARTICLE 23

NEGOTIATIONS

A. Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the County and the Association shall negotiate collectively and in good faith in the determination of salaries and terms of conditions of employment in order to enter into a written and successor Agreement upon expiration of this Agreement.

B. Either party desiring to amend or extend this Agreement in whole or in part, shall present in writing, by certified mail to the other party, such request no later than July 15, 2023.

ARTICLE 23-A

MAINTENANCE OF OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other illegal job action against the County, in accordance with the provisions of this Agreement and the Taylor Law of the State of New York. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the County to invoke any or all of the following alternatives:

1. Discipline including termination of employment of such employee or employees.
2. Any or all other actions authorized by law.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other employee or group of employees of the County. The Association will disavow any such action by its members and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as maybe necessary under the circumstances to bring about compliance with the

Association order. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE 24

SEPARABILITY

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement.

B. In the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that may be so in violation, shall be deemed of no force and effect and unenforceable.

C. Such unenforceability shall not impair the validity and enforceability of the rest of the Agreement, including any and all provision on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE 25

LEGISLATIVE ACTION AND RETROACTIVITY

A. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

B. All retroactive wage payments and other economic benefits will apply only to those employees on the payroll of the County on May 26, 2017. However, employees of this bargaining unit who have retired during the period of January 1, 2012 through May 26, 2017. shall also be entitled to retroactive wage payments and other economic benefits.

ARTICLE 26

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates a complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 27

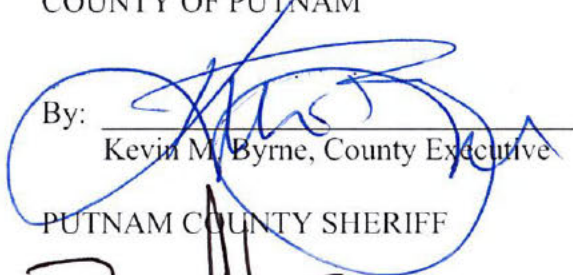
DURATION

A. This Agreement shall be in full force and effect as of January 1, 2017 and shall terminate at midnight on December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day of

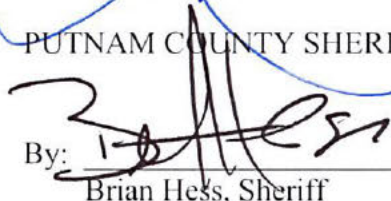
Feb 13, 2026.

COUNTY OF PUTNAM

By: 

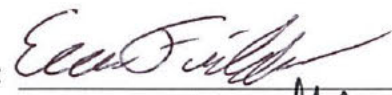
Kevin M. Byrne, County Executive

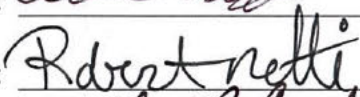
PUTNAM COUNTY SHERIFF

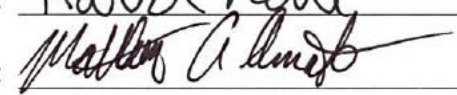
By: 

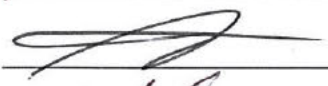
Brian Hess, Sheriff

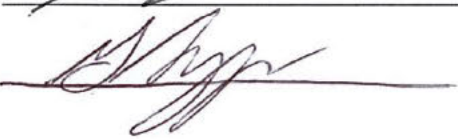
PUTNAM COUNTY SHERIFF'S
EMPLOYEES ASSOCIATION, INC.

By: 

By: 

By: 

By: 



APPENDIX A

PCSEA Salaries

2017

1.75%

Position	Grade	1	2	3	4	5
Dispatcher	30	43,664	47,778	52,348	55,852	59,906
Office Assistant	31	43,664	47,778	52,658		
Senior Office Assistant	32	43,664	47,778	52,348	56,160	
Cook	33	50,754	56,037	61,522	63,219	
Principal Account Clerk	34	51,444	57,309	59,715	62,431	
Principal Office Assistant	35	61,143				
Dispatcher Shift Sup'v	36	47,977	52,091	56,662	60,165	64,220
Dispatcher CTR Sup'v	37	49,825	53,939	58,210	62,014	66,068
Fiscal Technician	38	58,792	62,900	67,007	71,115	
Correction Officer	40	50,965	53,571	56,506	59,434	76,762
Corrections Sergeant	41	92,411				

PCSEA Salaries

2018

1.75%

Position	Grade	1	2	3	4	5
Dispatcher	30	44,428	48,614	53,264	56,829	60,954
Office Assistant	31	44,428	48,614	53,580		
Senior Office Assistant	32	44,428	48,614	53,264	57,143	
Cook	33	51,642	57,018	62,599	64,325	
Principal Account Clerk	34	52,344	58,312	60,760	63,524	
Principal Office Assistant	35	62,213				
Dispatcher Shift Sup'v	36	48,817	53,003	57,654	61,218	65,344
Dispatcher CTR Sup'v	37	50,697	54,883	59,229	63,099	67,224
Fiscal Technician	38	59,821	64,001	68,180	72,360	
Correction Officer	40	51,857	54,508	57,495	60,474	78,105
Corrections Sergeant	41	94,028				

PCSEA Salaries

2019
2%

Position	Grade	1	2	3	4	5
Dispatcher	30	45,317	49,586	54,329	57,966	62,173
Office Assistant	31	45,317	49,586	54,652		
Senior Office Assistant	32	45,317	49,586	54,329	58,286	
Cook	33	52,675	58,158	63,851	65,612	
Principal Account Clerk	34	53,391	59,478	61,975	64,794	
Principal Office Assistant	35	63,457				
Dispatcher Shift Sup'v	36	49,793	54,063	58,807	62,442	62,173
Dispatcher CTR Sup'v	37	51,711	55,981	60,414	64,361	68,568
Correction Officer	40	52,894	55,598	58,645	61,683	79,667
Corrections Sergeant	41	95,909				

PCSEA Salaries

2020

2%

Position	Grade	1	2	3	4	5	6	7	8
Dispatcher	30	46,223	50,578	55,416	59,125	63,416			
Office Assistant	31	46,223	50,578	55,745					
Senior Office Assistant	32	46,223	50,578	55,416	59,452				
Cook	33	53,729	59,321	65,128	66,924				
Principal Account Clerk	34	54,459	60,668	63,215	66,090				
Principal Office Assistant	35	64,726							
Dispatcher Shift Sup'v	36	50,789	55,144	59,983	63,691	63,416			
Dispatcher CTR Sup'v	37	52,745	57,101	61,622	65,648	69,939			
Correction Officer	40	53,952	56,710	59,818	62,917	81,260			
Correction Officer**	40	53,952	57,853	61,754	65,655	69,556	73,457	77,358	81,260
Corrections Sergeant	41	97827							

Correction Officer** Hired after 6/2/2020

PCSEA Salaries

2021

2.25%

Position	Grade	1	2	3	4	5	6	7	8
Dispatcher	30	47,263	51,716	56,663	60,455	64,843			
Office Assistant	31	47,263	51,716	56,999					
Senior Office Assistant	32	47,263	51,716	56,663	60,790				
Cook	33	54,938	60,656	66,593	68,430				
Principal Account Clerk	34	55,684	62,033	64,637	67,577				
Principal Office Assistant	35	66,182							
Dispatcher Shift Sup'v	36	51,932	56,385	61,333	65,124	64,843			
Dispatcher CTR Sup'v	37	53,932	58,386	63,008	67,125	71,513			
Correction Officer	40	55,166	57,986	61,164	64,333	83,088			
Correction Officer**	40	55,166	59,155	63,144	67,133	71,122	75,111	79,100	83,088
Corrections Sergeant	41	100028							

Correction Officer** Hired after 6/2/2020

PCSEA Salaries

2022

2.25%

Position	Grade	1	2	3	4	5	6	7	8
Dispatcher	30	48,326	52,880	57,938	61,815	66,302			
Office Assistant	31	48,326	52,880	58,281					
Senior Office Assistant	32	48,326	52,880	57,938	62,158				
Cook	33	56,174	62,021	68,091	69,970				
Principal Account Clerk	34	56,937	63,429	66,091	69,097				
Principal Office Assistant	35	67,671							
Dispatcher Shift Sup'v	36	53,100	57,654	62,713	66,589	66,302			
Dispatcher CTR Sup'v	37	55,145	59,700	64,426	68,635	73,122			
Correction Officer	40	56,407	59,291	62,540	65,780	84,957			
Correction Officer**	40	56,407	60,486	64,565	68,644	72,723	76,802	80,881	84,957
Corrections Sergeant	41	102279							

Correction Officer** Hired after 6/2/2020

PCSEA Salaries**2023****3.5%**

Position	Grade	1	2	3	4	5	6	7	8
Office Assistant	31	50,017	54,731	60,321					
Senior Office Assistant	32	50,017	54,731	59,966	64,334				
Cook	33	58,140	64,192	70,474	72,419				
Principal Account Clerk	34	58,930	65,649	68,404	71,515				
Principal Office Assistant	35	70,039							
Correction Officer	40	58,381	61,366	64,729	68,082	87,930			
Correction Officer**	40	58,381	62,546	66,711	70,876	75,041	79,206	83,371	87,930
Corrections Sergeant	41	105859							

Correction Officer Hired after 6/2/2020**

*** Dispatcher/Dispatcher Shift Sup'v/Dispatcher Center Sup'v became CSEA as of 2/22/2022

APPENDIX “B”

COUNTY AND SHERIFF OF PUTNAM

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, , hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:

(Name of organization or employer)

Subscriber Number:

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Employer provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance coverage, and to reestablish Employer provided health insurance coverage and that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Employer as to the health insurance carrier’s present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier. I hereby acknowledge that this form is to be completed annually by me, during the open enrollment period, for the ensuring year.
3. I understand and agree that I will be compensated by the Employer for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the Employer and DSBA.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Employer to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Employer the necessary form to reestablish the health insurance coverage provided by the Employer in accordance with the requirements of the Employer's health insurance carrier. The effective date of re-reestablishment of my health insurance coverage shall be as provided by the Employer health insurance carrier. Upon resumption of my health insurance coverage through the Employer, the compensation I have received in connection with waver of health insurance coverage shall cease in accordance with the terms of the collective bargaining agreement by and between the Employer and DSBA.

Date:

Employee Signature_____

Date

Print Name_____

Date

Employer Agent_____ Print
Name _____

cc: President, DSBA

APPENDIX “C”

COUNTY OF PUTNAM

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURES

Section 1. Applicability

Section 207-c of the General Municipal Law (“GML §207-c”) provides that any sworn Correction Officer of the Putnam County Sheriff’s Department

“who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.”

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- a). **Employer:** County of Putnam and the Putnam County Sheriff
- b). **Sheriff:** The Sheriff of the County of Putnam or designee
- c). **Claimant:** Any sworn correction officer who alleges to be injured in the performance of duties or who alleges to be taken sick as a result of the performance of his duties. For the purposes of this procedure, a claimant shall be deemed to be a party.
- d). **Claims Panel:** Will consist of designees of the Employer.

Section 3. Application for Benefits

1. Any Claimant who is injured in the performance of his duties, or is taken sick as a result of the performance of his duties, shall notify his/her supervisor as soon as possible and may file a written Application for 207-c benefits on the form prescribed by the County with the Sheriff and the Claims Panel at the end of the shift or, if medically unable, within twenty-four (24) hours of the incident giving rise to the injury or illness unless physically incapable of doing so. The filing of such an Application does not negate the requirement that an “Employee Report of Work Related Injury” and a P-1 Incident Report be filed in accordance with Department policy. If the Claimant is medically incapacitated, the Claimant’s Supervisor shall file the written incident report. Immediately upon being notified of such injury or illness, the Supervisor shall notify the Sheriff of same through the chain of command. Where a Claimant is unaware that an injury has occurred, or where said injury does not become immediately apparent to Claimant, he/she

must file an Application for 207-c benefits within seventy-two (72) hours of becoming aware of said injury or illness. In the event that a Claimant fails to notify his/her supervisor, fails to file the required incident report within the time articulated in the Department's rules and regulations, fails to file an Application within the required time period as articulated above, the Claims Panel may nonetheless consider an application at their discretion.

2. The incident report and Application shall include the following information:
 - (a) the time, date and place of the incident;
 - (b) a detailed statement of the facts surrounding the incident;
 - (c) the nature and extent (in as much detail as possible) of the Claimant's injury or illness; and
 - (d) any possible witnesses to the incident.

3. Where the claimant's injury or illness prevents him/her from filing the Application for GML §207-c benefits, an application for GML §207-c benefits may be filed on behalf of a Claimant by the PCSEA within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The Claims Panel may excuse the failure of the PCSEA to file the application within the ten (10) calendar day period upon a showing of good cause.

4. All applications for GML §207-c benefits shall be made in writing, using official application form(s).

5. It is the Claimant's burden to establish entitlement to GML §207-c benefits. As such, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation.

6. The procedures set forth herein shall also govern a claimed injury or illness – or any claimed re-injury, reoccurrence or aggravation thereof – arising from an incident occurring in the performance of duties. In any such case, the claimant shall state in the Application that the claimed injury or illness relates to a previously reported incident and state the date thereof.

Section 4. Authority and Duties of Claims Panel

1(a). The Claims Panel shall have the sole and exclusive authority to determine whether a Claimant is entitled to GML §207-c benefits. In making the determination, the Claims Panel shall examine all of the facts and circumstances giving rise to the application for such benefits.

(b) The Claims Panel, acting through any of its members, may, in its discretion, direct a claimant to immediately undergo medical review of the claimed injury or illness and shall be able to do so throughout the duration of the claim. Said review will be at a hospital, facility or doctor's office as may be designated by the Claims Panel or its designee, which shall include the County's third party administrator.

2. The Claims Panel shall have the authority to:
 - (a) employ experts and specialists to assist in the rendering of the determination of eligibility;

- (b) require the production of any book, document, or other record that pertains to the Application, injury, or illness;
- (c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
- (d) require the Claimant to sign forms for the release of medical information that bears upon the Application;
- (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (f) do all that is necessary or advisable in the processing of said Application.

It is the Claimant's burden to establish entitlement to GML §207-c benefits. As such, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation.

A determination by the Claims Panel of initial eligibility shall be made within ninety (90) days of receipt of a complete application for benefits and supporting documentation, based upon the investigation without holding a hearing.

The Claims Panel shall mail a written copy of the Claims Panel's decision to the Claimant within ten (10) calendar days of said determination. The written determination shall set forth the reasons for the Claims Panel's decision.

An appeal from an initial determination of the Claims Panel must be made within ten (10) calendar days of receipt of the initial determination pursuant to Section 12 of the procedures herein.

Section 5. Confidentiality

Medical authorizations and/or medical records provided by the Claimant or the Claimant's treating and/or Employer's examining physician shall be used solely by the Employer to carry out its rights and obligations under GML §207-c, administering the contractual GML §207-c procedures, applications filed with the New York State Retirement System, or where release is authorized or required by law. Such authorizations and/or medical records shall be kept and maintained strictly confidential and shall not be disclosed to or discussed with any persons below the rank of Lieutenant other than the Sheriff, Claims Panel and other persons involved in and responsible for making, or assisting in the making, and/or litigating determinations of eligibility for GML §207-c benefits, return to light or full duty, or said retirement application, except that in any case in which there exists reasonable suspicion of intent by any person to defraud the government or to commit any violation under the Worker's Compensation Law, general Municipal Law, or other law, rule or regulation, then any such records may be disclosed to proper authorities authorized by law to investigate and prosecute such offenses. Toward that end, such records and/or documentation shall be placed in a sealed envelope, delivered to the Claims Panel and maintained in a medical file which is separate and distinct from the Claimant's personnel file and located in a separate locked cabinet. If necessary in order to make a determination as to eligibility for GML §207-c benefits or to return to light or full duty, the Claims Panel and/or counsel may examine the medical records and/or documentation received; however, such inspection shall be conducted in private and outside the presence of other Sheriff's department or County personnel.

Section 6. Status Pending Initial Determination

(a) The Claimant shall be placed on sick leave pending determination of eligibility for GML §207-c benefits. If the Claimant has no available sick leave he/she may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that a timely determination is not made, the Claimant shall be continued in pay status until a determination is made.

(b) In the event that it is determined that the Claimant is entitled to GML §207-c benefits, the Employer shall credit back to the Claimant all leave which was expended prior to the determination.

(c) In the event that it is determined that the Claimant is not entitled to GML §207-c benefits, the Claimant will be permitted to use accrued sick leave, vacation, personal leave, and compensatory time in accordance with the applicable contractual provisions and departmental rules pertaining to the use of such leave.

(d) While out on 207-c, the Claimant should remain at home during Claimant's normal tour of duty for the purpose of rehabilitation and convalescence, as much as possible. The Claimant shall be permitted to leave Claimant's residence during Claimant's normal tour of duty for necessary medical activities, such as physician appointments and filling prescriptions without having to seek prior permission. However, should Claimant seek to leave Claimant's residence during Claimant's normal tour of duty, for reasons unrelated to necessary medical activities, Claimant shall call and seek permission from the Sheriff or the Sheriff's designee, which permission shall not be unreasonably denied. Reasons unrelated to necessary medical activities for leaving Claimant's residence during Claimant's normal tour of duty are expected to include attendance at family outings, professional association meetings, PCSEA meetings and events, and other work related functions.

Section 7. Medical Treatment

1. After the filing of an application, and notwithstanding an early directive for immediate medical evaluation, the Claims Panel may require a Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Panel, including examinations necessary to render an initial or final determinations of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform light duty or his/her regular duties, and/or examinations required to process an application for disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physician(s). Any GML §207-c Claimant who refuses to accept such medical treatment shall be deemed to have waived his/her rights under GML §207-c and this Procedure after such refusal. All benefits will cease and the Claimant will be placed on sick leave status. An employee who has been deemed to have waived his/her rights under this section may appeal, within twenty (20) calendar days of such refusal, and request a hearing pursuant to Section 12 of these procedures.

Any notice to attend a medical examination sent by the County's third party administrator shall be deemed an Order by the Sheriff, the refusal of which shall be deemed insubordination and shall subject the Claimant to disciplinary action in accordance with the collective bargaining agreement.

Any request by the Claimant for an alternative date and time to attend a medical examination or any reasonable justification to not attend such medical examination shall be sent by the Claimant directly to the Sheriff for his/her consideration and approval, which approval shall not be unreasonably withheld.

2. **Medical Reports.** The Claimant and all physicians, specialists and consultants treating a Claimant or recipient of GML §207-c benefits shall be required to file a copy of any and all reports relied upon by him/her in furtherance of his/her 207- claim and any other medical reports which may impact upon the treatment of same with the Claims Panel. The Claimant or recipient shall execute all necessary

releases and shall be responsible for the filing of said reports. The Claimant may request copies of the medical reports filed with the Claims Panel. The medical reports which are filed shall remain confidential and shall only be released for purposes of administering the procedures herein or applications filed with the New York State Retirement System.

3. **Payment for Medical and Related Services.** A Claimant approved to receive GML §207-c benefits must notify the Claims Panel of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

4. No claim for surgical operations or physiotherapeutic procedures costing more than \$500.00 shall be paid unless they were required in an emergency or authorized in advance by the Claims Panel or authorized by law. Determinations of the Claims Panel under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Panel for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.

Section 8. Light Duty Assignments

As authorized by the provisions of Subdivision 3 of GML §207-c, the Department, acting through the Sheriff, or the Sheriff's designee, may assign a Claimant specified light duties, consistent with his/her status as a Deputy Sheriff or Corrections Officer. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the Claimant receiving benefits under GML 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a Claimant may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the Claimant, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Claimant to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Claimant's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A Claimant ordered to light duty shall be provided with a copy of the detailed light duty statement and the medical report supporting the order to light duty. Further, if a Claimant is ordered to light duty and refuses said order and he/she fails to provide medical documentation contesting said light duty, his/her benefits will cease until a determination is made pursuant to Section 12 of this procedure with regard to the Claimant's physical ability to perform the light duty assignment. In the event the Claimant provides medical documentation to contest the light duty order, the benefits of GML §207-c will continue until a light duty hearing is held pursuant to Section 12 of this procedure and a determination is made. Medical documentation shall be defined as the "Return to Duty Form" (attached hereto) which shall be completed and signed by the Claimant's treating physician, chiropractor, nurse practitioner or other individual who is licensed to practice medicine. A treating physician's testimony may also be used as a basis to return to work. It is understood that assignment to light duty is in the nature of a temporary assignment and that a Claimant so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

While a Claimant continues on leave after an order to return in a light duty assignment pursuant to the provisions above, the Claimant shall be confined to his/ her home during his/her scheduled work hours, except when medically necessary to leave his/her residence for purposes of obtaining medical care (ie. to attend doctor's appointments and/or therapy sessions, for diagnostic testing, to pick up prescriptions at a

pharmacy and similar medically necessary activities). For the purposes of this procedure, the scheduled work shift of the Claimant while on leave shall be determined by the Employer. The Claimant shall telephone the on-duty supervisor to report when he or she leaves from and returns to his or her residence during scheduled work hours for the authorized reasons set forth above. In the event that permission is not granted by the on-duty supervisor, the Employee shall have the right to appeal said decision directly to the Sheriff who shall have the ultimate discretion to either approve or deny the request.

Section 9. Changes in Condition of Claimant

1. Every GML §207-c recipient shall be required to notify the Claims Panel of any change in his or her condition which may enable the recipient to return to normal duties or be considered as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 10. Right of Perpetual Review and Examination

1. The Claims Panel shall have the right to review the eligibility of every GML §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- (a) requiring recipient to undergo medical examination by physician or medical providers chosen by the Claims Panel;
- (b) requiring recipient to apprise the Claims Panel as to their current condition; and
- (c) requiring recipients or any other involved parties to provide any documentation, books, or records that bear on the recipient's case.

Section 11. Termination of Benefits

If, for any lawful reason, including but not limited to those reasons specified in these procedures, the Claims Panel determines that a recipient is no longer or was never eligible for benefits, the Claims Panel shall seek to terminate such benefits pursuant to the provisions of Section 12 of this procedure. Notice of such termination and the reasons therefore shall be served by mail upon the Claimant and the Sheriff. Pending a determination with respect to the employee's eligibility, the employee shall continue to receive GML §207-c benefits, unless otherwise so stated herein.

Section 12. Hearing Procedures

Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer selected from the hearing Panel designated herein. The hearing officer shall be selected on a rotating basis from the following panel: _Sheila Cole, Jay Siegel and Howard Edelman. Hearing officers shall be available within thirty (30) days of designation. If the panel member is unavailable to conduct the hearing within the thirty (30) day period, he or she will remain at the top of the list and the next panel member on the list will be chosen. If no members of the Panel are available within the thirty (30) day period, the parties may mutually agree upon another hearing officer or request that a hearing officer be designated pursuant to the procedures of the American Arbitration Association. A hearing officer who is unavailable more than three (3) times in a calendar year may be removed from the panel upon the consent of both parties and the parties shall mutually agree upon a replacement.

With respect to the review of an initial determination of benefits, the burden of proof shall be with the Claimant. In reviewing the initial determination, the hearing officer shall have no authority to perform

a de novo review, but shall review the determination of the County, based upon the record that was presented to the Claims Panel and shall determine whether the denial of benefits was arbitrary and capricious.

The Claimant and Employer may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. Either party or the Hearing Officer may cause a transcript to be made. The party requesting the transcript shall pay the cost for their own transcript. After the hearing, the Hearing Officer shall render a determination which shall be final and binding upon all parties. Any such decision of the Hearing Officer shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expense of the Hearing Officer shall be borne equally by the parties.

Section 13. Coordination with Workers' Compensation Benefits

Upon payment of GML §207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received GML §207-c benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any GML §207-c benefits thereafter. Upon termination of GML §207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Workers' Compensation Board, however, evidence presented at the Worker's Compensation hearing can be used during the 207-c case..

Section 14. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

Payment of GML §207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 15. Continuation of Contract Benefits

While on leave pursuant to GML §207-c, for a period of three (3) months or less, a Claimant shall continue to accrue all economic fringe benefits (i.e., holiday pay, clothing allowance, sick leave, vacation and/or personal leave accruals) provided by the Collective Bargaining Agreement. After three (3) months in any calendar year or continuous period of time, the Claimant receiving GML §207-c benefits shall be entitled only to the payment of salary, longevity and the County portion of the health insurance premiums.

Section 16. Miscellaneous

1. A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours. The Claimant shall authorize the Employer in writing to assist in scheduling such examinations or treatments with the health care providers during off-hours in the event that they are unable to do so themselves. Disputes regarding the application of this provision shall be subject to labor management discussions between the Sheriff and the union president.

2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

3. The parties agree that any disputes relating to the administration or application of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 12 herein.

APPENDIX

Medical Release

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me in connection with injuries or illness sustained or incurred in connection with an incident occurring on or in connection with any prior treatment or care for previous injuries to the same body parts which were injured in such incident, or any hospital at which I have been examined or treated in connection with such injury or illness, to furnish the Putnam County Sheriff's Department, information which may be requested regarding treatment rendered for such injuries or illness and the body part involved.

Signature of Claimant

Printed name of Claimant

Date

Date of Incident: _____

Body Part Affected: _____

2/2/2026

New York State & Local Employees
Retirement System
110 State Street
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the Putnam County Sheriff's Department, I hereby submit the following report:

Name of injured/ill employee

Registration Number

Address

Date of incident

Time of incident

Description
of injury_____

Medical
care required_____

Remarks_____

Signature of Employee

Witness to injury

Date

2/2/2026

**Putnam County Sheriff's Department
General Municipal Law Section 207-c**

Application

1. _____
Name

2. _____
Address

3. _____ 4. _____
Telephone number Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____ 10. _____ 11. _____
Date of incident Day of Week Time

12.a. _____
Name of witness(es)

b. _____

c. _____

13.a. _____
Names of co-employees at the incident site

b. _____

c. _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.)_____

17. Is this a re-injury, reoccurrence or aggravation of a previously reported injury or illness resulting from the performance of duty?

☐ YES Date of previously reported injury or illness: _____

☐ NO

18. When was the incident first reported?_____

To whom?_____Time_____

Witness (if any)_____

19. Was first aid or medical treatment authorized?_____

By whom?_____Time_____

20. Name and address of attending physician_____

21. Name of hospital_____

22. State nature of injury and part or parts of body affected_____

23. Will the officer be returning to duty?_____

When?_____

2/2/2026

Date of report

_____, New York _____
Signature of injured officer

State of New York)
County of Putnam) ss.:
)

_____, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this
___ day of _____, 20__.

NOTARY PUBLIC

APPENDIX “D”

COUNTY OF PUTNAM

Drug and Alcohol Testing Procedure

SECTION 1-- PURPOSE

The purpose of the Drug and Alcohol Policy and Testing Procedure is to ensure:

A. A work environment where not only the citizens of the County of Putnam, Putnam County Sheriff’s Office (Sheriffs and/or Office) personnel, are free from the risk of personnel who may be under the influence of alcohol or drugs while on duty or may be using illegal drugs;

B. The capability of all Sheriff’s Office personnel to perform their assigned duties at all times without being under the influence of alcohol or drugs;

C. That members of the Sheriff’s Office share in the responsibility and understanding that when members of this Department, who may be or are under the influence of alcohol or drugs when reporting to duty or on duty, or who are using illegal drugs at any time, he/she is a detriment to themselves, other members of this Office and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct;

D. That Sheriff’s Office personnel are cognizant of the ramifications of being under the influence of alcohol or drugs when reporting for duty or while on duty, and the use of illegal drugs at any time.

SECTION 2 — DEFINITIONS

A. Covered Employees: All sworn officers of the Putnam County Sheriff’s Office.

B. Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training

2/2/2026

to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

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

D. Designated Employer Representative (DER): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, BATs, screening test technicians, collectors, and substance abuse professionals, and who, is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

E. Adulterated Specimen: A urine specimen into which the employee or someone acting in concert with the employee has introduced a foreign substance.

F. Diluted Specimen: A urine specimen whose creatinine and specific gravity values are diminished through the introduction of fluid (usually water) into the specimen either by the employee's excessive consumption of fluid(s) or by the direct action of the employee or someone acting in concert with the employee.

G. Substituted Specimen: A specimen that has been submitted by the employee in place of his/her own urine.

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

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

J. Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the Alcohol testing process and operates an EBT.

K. Substance Abuse and Mental Health Services (SAMHS): Formerly National Institute of Drug Abuse.

L. Department of Health and Human Services (DHHS):

M. Drug: A substance defined in Subdivision 13 of Section 3302 of the New York State Public Health Law, including but not limited to a controlled substance listed in Section 3306 of said Law.

N. Illegal Drug: Any drug used or possessed by an employee under circumstances in which such use or possession constitutes a violation of any statute or regulation.

O. Reasonable Suspicion: Must be based upon contemporaneous, articulable observations of employee behavior, appearance, physical coordination, speech, statements and/or body/breath odors which are reasonably associated with drug or alcohol ingestion or use. Articulable observations are those that are capable of being described and documented in written form; they do not include suppositions, speculation or whim. Reasonable suspicion shall also be based upon any member found in possession of illegal drugs, reported or actual presence in a known drug location, credible association with a non-familial convicted drug offender or arrested for a drug-related offense.

SECTION 3 -- PROHIBITIONS

A. Alcohol Prohibitions

Employees must not:

- Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher;
- Possess alcohol while on duty, use, or be under the influence of alcohol except for the securing of evidence or while acting under proper and specific orders from a superior officer of commissioned rank;
- Refuse to submit to a required alcohol test;
- Refuse to submit to any test administered for the purpose of determining BAC.

B. Drug Prohibitions

Employees must not:

- Report for duty or remain on duty when the employee uses, misuses or is under the influence of any illegal drug described in this policy.
- Report for duty or remain on duty when the employee misuses any prescription drug described in this policy.
- Refuse to submit to any test administered for the purpose of determining controlled substance use.
- Adulterate, substitute or dilute any required specimen.

SECTION 4 -- TESTING

A. Pre-Employment:

Conducted before applicants are hired.

B. Random:

Random drug and alcohol testing shall be conducted in accordance with the United States

Department of Transportation regulations pertaining to CDL drivers.

C. Reasonable Suspicion:

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of a drug. Reasonable suspicion is defined in Section 2, Paragraph O herein.

D. Post-Accident:

Drug and alcohol testing will be based upon reasonable suspicion.

E. Return to Duty:

Unless terminated from employment, conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the employee shall undergo a "return to Duty" drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

F. Follow-Up:

Following a positive test for alcohol use and subsequent return to work, unannounced follow-up

alcohol and/or drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered in the first twelve (12) months after return to duty. An employee may be subject to follow-up testing for no more than up to sixty (60) months after return to duty upon the recommendation made by the Substance Abuse Professional.

SECTION 5 – DRUG TESTING

A. Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol. If an employee tests positive, the MRO will provide the employee with a copy of the test results.

B. The current drug and alcohol testing provider is Partners in Safety. The County will notify the union upon any change in the provider.

C. Drug Testing: Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSA/DHHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the County will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion".

D. The Medical Review Officer (MRO) is responsible for:

(i) The Notification Procedure

- (a) Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.
- (b) The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts.
- (c) Documenting the attempts to contact the employee with dates and times.
- (d) Contacting the Designated Employer Representative (DER).

SECTION 6 -- TESTING STANDARDS

The member must provide a urine specimen that will be analyzed by a certified laboratory for the presence of the following controlled substances in the indicated amounts:

Substance	Initial	Confirmatory
Marijuana/THC	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	5 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml amphetamine and methamphetamine
Opiates	2000 ng/ml	2000 ng/ml morphine and codeine 10 ng/ml 6 acetylmorphine
Barbiturates/BAR	300 ng/ml	150 ng/ml
Benzodiazapines/BZO	300 g/ml	150 ng/ml
Buprenorphine/BUP	10 ng/ml	5 ng/ml
Methadone/MTD	300 ng/ml	150 ng/ml
Oxycodone/OXY	100 ng/ml	50 ng/ml
Phencyclidine/PCP	25 ng/ml	5 ng/ml
Propoxyphene/PPX	300 ng/ml	150 ng/ml
Tricyclic Antidepressants	1000 ng/ml	500 ng/ml
Methylenedioxymethamphetamine	500 ng/ml	250 ng/ml

In the event the Federal Government amends the above "DOT" standard, the County will identify the changes to the union and provide the union notice of such changes.

SECTION 7 -- ALCOHOL TESTING

Alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to a preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

SECTION 8 -- TESTING PROCEDURES

A. Reasonable Suspicion Drug Testing

Employee must be transported to the testing facility. Upon completion of the testing the employee will be transported home until the results are received by the (DER). Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. An employee who tests positive shall be subject to Section 11 herein. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative

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result.

B. Reasonable Suspicion Alcohol Testing

The County will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary. Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

C. Training

Supervisors and other persons designated to determine whether "reasonable suspicion" exists to require a member to undergo "reasonable suspicion testing" must receive at least one hour of training on controlled substance use, which they will use in making their determination. New Supervisors shall receive such training within 6 months of their appointment.

D. Follow-Up

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for drug and/or alcohol use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests for up to sixty (60) months after return to duty.

E. Test Results

All records are considered confidential and will not be shared with any person or agency not part of this procedure. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. The covered employee is entitled to obtain

copies of any records concerning his/her use of drugs or alcohol, including any test records. If disciplinary action is commenced, or if a covered employee initiates a grievance, hearing, lawsuit, or other action, the County may release this information to the relevant parties.

SECTION 9 -- CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All covered employees must submit to drug and alcohol testing pursuant to this policy. Refusal to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result. Specifically, upon a refusal, the employee will be referred to a Substance Abuse Professional, through Partners in Safety, and will not be permitted to return to work until cleared to do so by said SAP with the concurrence of the Sheriff.

The following actions may also constitute a refusal:

- (a) Failure to show up for any test within a reasonable time after being directed to do so by the employer.
- (b) Refusal to sign the certification provided by the Technicians.
- (c) Deliberate failure or refusal to provide adequate breath or urine sample If the employee is unable to provide an adequate breath or urine sample, the County shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the County, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample If the physician determines that a medical condition did (or could have) prevented the employee from providing an adequate sample, the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal.
- (d) Engaging in conduct that clearly obstructs the testing process, e.g., adulteration, substitution or dilution of specimen.
- (e) Feigning illness after notification of testing.

SECTION 10 ALCOHOL TEST CONSEQUENCES

A. A test measurement of less than or equal to .019 alcohol concentration will allow the employee to return to work.

B. A test measurement of 0.020 to 0.049 alcohol concentration will cause the employee to

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be relieved from duty for that tour. The employee may be subject to discipline. The employee will be allowed to return to work at the next assigned tour when that employee is tested immediately prior to returning to work and the results of such testing indicate the employee has 0.00 concentration. Any employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four (24) month period shall be subject to discipline.

C. A test measurement of 0.0501 or greater will cause the employee to be subject to discipline. Prior to returning to work, an employee must receive a certification from a Substance Abuse Professional (SAP) that the employee is able to perform their full duties. Any member who tests positive twice with these parameters (0.051 or greater) during a twenty-four (24) month period may be immediately terminated from employment with the Department, subject to the discretion of the Sheriff who may impose other discipline short of termination in his sole and exclusive discretion both without recourse under the collective bargaining agreement or Section 75 of the NYS Civil Service Law.

D. Any employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of 0.051 and shall be subject to the consequences articulated in Section C above.

SECTION 11 -- DRUG TEST CONSEQUENCES

A. A positive drug test will result in discipline, which may include termination.

B. In lieu of 1 above or in conjunction with 1 above, the County, at its discretion, for an employee who was referred by the SAP for treatment may enter into a Rehabilitation Agreement, and a release permitting the County to obtain the employee's treatment records. The employee will be expected to comply with all treatment recommendations set forth in the Rehabilitation Agreement as a condition of further employment. An employee may be immediately terminated from employment with the Department for failure to follow treatment recommendations, subject to the discretion of the Sheriff who may impose other discipline short of termination in his sole and exclusive discretion both without recourse under the collective bargaining agreement or Section 75 of the NYS Civil Service Law.

C. During the period of treatment, the employee will be eligible to utilize all available sick leave. After utilizing all available sick leave, the employee may utilize his or her, personal, holiday and

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vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of treatment of said employee's absence. Employees who test positive will be allowed one opportunity for treatment and counseling.

D. Once the individual returns to duty, unannounced follow-up tests shall be conducted at such frequency and for such duration of time as the "SAP" recommends. All follow-up tests shall be given at any time during an employee's shift, or no more than thirty minutes before, or thirty minutes after an employee's shift. A positive test following the employee's return to work may result in an employee may being immediately terminated from employment with the Department, subject to the discretion of the Sheriff who may impose other discipline short of termination in his sole and exclusive discretion both without recourse under the collective bargaining agreement or Section 75 of the NYS Civil Service Law. The employee shall bear the cost of all follow-up tests. The employer shall bear the costs of the SAP and of any compliance monitoring (monitoring the employee's following of the treatment recommendations set forth in the Rehabilitation Plan)

E. An employee who has a positive test may be subject to disciplinary action separate and apart from the employee's removal from duty. The County may, at its discretion, suspend any disciplinary action while an employee is undergoing inpatient substance abuse treatment. The suspended disciplinary action will remain pending during treatment and for a period after completion of the treatment as determined by the SAP. At the end of the suspension period, the disciplinary action may be continued or withdrawn.

F. The employer is not required, and will not provide, rehabilitation pay for treatment or counseling aside from that set forth in such employee's medical insurance program.

G. An employee whose test result is positive for the levels of the drugs articulated in Section 6 above, which are not illegal but rather are administered in accordance with a prescription, shall be subject to the following procedures:

- i. Where a positive test result is received, the employee shall be immediately relieved from duty for that tour. A valid prescription, the actual medication bottle or a print out

from the pharmacy which dispensed the drug which was found to be present in the employee's system will be presented to the MRO within one (1) business day of such test. Where the test results are in accordance with such a prescription, the employee will be allowed to return to work at the next assigned tour. Where the test results indicate that a higher level of the drug was present in the employee's system than was prescribed, the employee may be subject to the procedures outlined in Section 11 above, subject to the discretion of the Sheriff.

SECTION 12 — VOLUNTARY TREATMENT

A. Where a permanently appointed member, or the union president or his/her designee, on a member's behalf, voluntarily informs the Sheriff that he/she is experiencing problems with drug use, who has not previously been the subject of a disciplinary penalty, for drug use and has been involved in any conduct or occurrence which would require the member to be tested pursuant to this policy, that member will be afforded the opportunity to participate in a drug rehabilitation program, rather than being subjected to disciplinary action under this policy. Enrollment in a drug program in lieu of disciplinary action shall only be available, where the member has never previously tested positive for drug use while employed by the County.

B. An unpaid leave of absence for treatment on an inpatient or outpatient basis will be granted for a period not to exceed sixty (60) days. The Sheriff may approve an additional leave of thirty (30) days. The member may use accumulated sick time, vacation time, holidays, and other accrued leave time. The terms of the policy relative to said absences are not meant to affect or diminish those rights an employer or a member would otherwise be entitled to pursuant to Civil Service Law.

C. A member who chooses to participate in an outpatient program and who does not wish to take a leave of absence, may, at the discretion of the Sheriff, provided the Sheriff has a written document from the program that the officer is cleared for duty for a defined temporary period, continue with his/her duties either on regular assignment, reassignment or limited duty as deemed

appropriate by the Sheriff at his/her sole discretion. Nothing herein shall be deemed to create a right on the part of a member to limited, reassigned or light duty. Such reassignment, light or limited duty shall only be provided if the Sheriff deems it available within the Department. Reassignment, light or limited duty may not be assigned without consultation with the Department of Law.

D. Return to work after completion of the program may only occur upon certification from the program that the member has satisfactorily participated in the program, that the program recommends return to regular assignment and that there is proof of no drug use for a period of two (2) weeks prior to return to work. Upon return to work, the member is subject to random drug tests pursuant to the recommendation of the SAP. The final decision as to whether to permit a member to return to work shall be made by the Sheriff within two (2) weeks after receipt of the information from the program. In the event the Sheriff determines not to permit the member to return to work, any action taken by the County to implement this determination must be in accordance with any rights the member has pursuant to New York State Civil Service Law and/or the applicable collective bargaining agreement.

E. Any member who voluntarily chooses to participate in a program but fails to successfully complete the program or be recommended for return to work by the program or the Sheriff shall be subject to other appropriate actions, including disciplinary action. Before any such action is taken or commenced, there shall be a meeting with the member, a union representative, and if requested by the member his legal counsel, and the Sheriff or his/her designee to discuss the member's failure to complete the program. The program shall provide a monthly progress report indicating whether or not the member is complying with the treatment program. Also, a discharge report may be requested which would indicate whether any follow- up treatment was necessary.

F. A member who returns to work after completion of the program and who subsequently tests positive will be immediately suspended from service without pay and may be immediately

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terminated from employment with the Department, subject to the discretion of the Sheriff who may impose other discipline short of termination in his sole and exclusive discretion both without recourse under the collective bargaining agreement or Section 75 of the NYS Civil Service Law.

APPENDIX “E”

April, 29, 1997

STIPULATION OF AGREEMENT

COUNTY OF PUTNAM

and

PUTNAM COUNTY DEPUTY SHERIFFS BENEVOLENT ASSOCIATION, INC.

It is agreed by and between the County of Putnam (“County”) and the Putnam County Deputy Sheriffs Benevolent Association, Inc. (“DSBA”), hereinafter the parties, that:

1. All newly sworn officers shall receive Certified First Responder (CFR) certification within the employee’s first year of employment. Any newly sworn officer who fails to become certified as a CFR within this time period shall have his/her services terminated. CFR is intended to define the level of EMS training as defined by the New York State department of Health. It includes, but is not limited to, any modifications to that designation made by the New York State Department of Health. These could include alterations to the level of preparedness, skills required, procedures permitted, including, for example, defibrillations, if such procedure is ever permitted by the New York State Department of Health as a Certified First Responder skill.
2. All incumbent Deputy Sheriffs and Correction Officers shall be required to complete the necessary course and examination to become a New York State approved CFR. No current employee at the time of the signing of this Agreement shall have his/her services terminated for failure to successfully complete the CFR course, unless the employee willfully avoids said course, drops the course without consent of the Sheriff, or fails the course with the intention not to comply with this Agreement. Nothing in this section shall be constructed as a waiver of any due process right(s) an officer may otherwise have under the contract of applicable state or federal law.

3. An unsuccessful attempt to become a CFR would be followed by additional attempts until passage occurs. The course and examination may be scheduled during the employee's work schedule. With the approval of the Sheriff or his designee, shifts may be swapped in order for the employee to attend the course examination. The cost of tuition for the CFR course at the Putnam County Bureau of Fire and textbook costs shall be paid for by the County. However, the County may seek reimbursement for costs from the New York State Dept. of Health or any other governmental agency or charitable institution.
4. Deputy Sheriffs and Correction Officers shall be required to maintain his/her certification as a New York State approved CFR throughout his/her employment with the County. Tuition and textbook costs connected with recertification shall be paid for by the County. However, the County may seek reimbursement for costs from the New York State Department of Health or any other governmental agency or charitable institution. Recertification as a CFR will be required for all employees during the duration of their employment. Failure to maintain the necessary certification is sufficient grounds for the County to seek the employee's termination of services. Nothing in this section shall be construed as a waiver of any due process right(s) an officer may otherwise have under the contract or applicable state or federal law.
5. Utilization of Emergency Medical Service (EMS) training by the Sheriff's Department Personnel:
 - A. It shall be the policy of the Sheriff's Department that individuals in the department with appropriate levels of EMS training as acknowledged by the New York State Department of Health credentials such as CFR, EMT, etc. shall normally practice their skills during the exercise of the official Sheriff's Department duties for the purpose of saving life and reducing pain and suffering.
 - B. It is recommended but not required by this Agreement that members of the Sheriff's Department join a local Putnam County Fire or Ambulance Corp. and volunteer their time to maintain and improve skills in EMS and related areas of emergency response

capability.

- C. For purposes of accomplishing these objectives, appropriate material for an EMS library shall be made available to all employees.
- D. County vehicles utilized by certified personnel are to be equipped and sustained as follows:
 - I. EMS equipment and supplies are to be paid by the County;
 - II. EMS equipment is to be stores in vehicle;
 - III. All EMS equipment and supplies are to be kept in operation order prior to the start of every shift.
- E. Equipment at County Jail Facility - required EMS equipment and supplies will be provided by the County at correctional facility as appropriate.
- F. In the Event that the CFR designation is subsequently abolished by the New York State Department of Health, or rendered obsolete, an equivalent curriculum of the newly designated level of training proposed by either the New York State Department of Health or by the County of Putnam shall continue in force. If a substitute level of training is proposed by the County of Putnam, such level of training shall be consistent in objectives to the original intentions of the Certified First Responder designation, or such New York State Department of Health designation as subsequently proposed, and required under the above language of this Agreement.
- G. The County will follow the procedures outlined by the New York State Retirement System to effectuate the election on the improved pension benefit plans (as referred to in this Agreement) and to certify to the Comptroller periodically and at such intervals and times as may be required and in such fashion as may be prescribed. The County will elect the following special retirement plans pursuant to Article 14B of the Retirement and Social Security Law for the purpose of providing certified criminal law enforcement deputy sheriffs with improved pension benefit plan options, according to the following schedule:

<u>Plan Elected</u>	<u>Effective Date</u>
(A) 14B – 25 Year with additional 1/60ths	Upon receipt of County Resolution by the NYS Retirement System after this settlement agreement is fully executed.
(B) 14B – 20 Year	Five (5) years after implementation of A, provided a collective bargaining agreement or management policy is in existence with the management employees of the Sheriff's Department.
(C) 14B – 20 Year with additional 1/60ths	Ten (10) years after implementation of A, provided a collective bargaining agreement or management policy is in existence with the management employees of the Sheriff's Department.

6. The County will elect the following special retirement plan pursuant to Sections 89-p and 603-l of the Retirement and Social Security Law for the purpose of providing an improved pension plan benefit option for correction officers.

<u>Plan Elected</u>	<u>Effective Date</u>
(D) 89-p and 603-l (25 year)	Upon receipt of County Resolution by the NYS Retirement System after this settlement agreement is fully executed.

7. All employees who are eligible for the improved pension plan shall have his/her holidays reduced from thirteen (13) to twelve (12). It shall be in management's sole discretion to decide which holiday is eliminated.

8. Additional Certifications and Levels of EMS Training:

- A. Provided that the Department of Labor determines that time spent attending classes to obtain EMT-D (Level I), EMT-I (Level II) and

EMT-P (Level IV) certifications non-compensable, the following additional stipends will be paid to employees who attain and maintain their certifications:

EMT-D (Level I)	\$2,000 per annum
EMT-I (Level II)	\$4,000 per annum
EMT-P (Level IV)	\$7,000 per annum

- B. Stipends are to pro-rated over the pay periods during the year and are to be paid as long as the member is employed by the County as correction officer, deputy sheriff *or* dispatcher, and so long as the employee maintains the applicable certification. The cost of any tuition for the EMT-D (Level I), EMT-I (Level II) and EMT-P (Level IV) courses which are conducted and administered by the Putnam County Bureau of Fire, and the respective textbook costs associated with such course, shall be paid for by the County when such courses are offered and administered by the Putnam County Bureau of Fire. However, the County may see reimbursement costs from the NYS Dept. of Health or any other governmental agency of charitable institution.
- C. Any stipends paid to any member pursuant to this section of this Agreement shall not invalidate any prior Agreement, local law, or pay scale, not shall it raise or lower the salary of any other employee of the Putnam County Sheriff's Department. Only one stipend for the highest level of attainment above shall be payable at any time. The stipends are not to be considered cumulative. Stipends are to be pro-rated in the initial year of attainment from the payroll period after attainment through the end of such initial year.

2/2/2026

Stipulation of Agreement represents
between the parties.

Date

5/15/97

COUNTY OF PUTHAM

Robert J. Bondi
ROBERT BONDI, COUNTY

Dated: ???????

APPENDIX "F"

PUTNAM COUNTY SHERIFF'S OFFICE CORRECTIONS DIVISION ADMINISTRATION, ORGANIZATION AND MANAGEMENT POLICIES AND PROCEDURES	SECTION: 84 SUPERCEDES: ALL PREVIOUS EFFECTIVE DATE: Draft 11-7-19
SUBJECT: STAFFING AND ATTENDANCE	DISTRIBUTION: ALL UNIFORM STAFF
Robert L. Langley, Jr. SHERIFF	Captain Kevin M. Cheverko CORRECTION ADMINISTRATOR
REFERENCES: PCSEA Collective Bargaining Agreement	NYSSA Standards

PURPOSE:

To establish staffing and attendance standards for the Putnam County Sheriff's Department Correction Division ("PCCF").

POLICY:

It is the policy of the PCCF to perform an annual staffing analysis and employee attendance controls to attain the following goals:

- A. Create staffing and attendance standards for the Correction Division.
- B. Reduce "forced/mandated" overtime shifts.
- C. Minimize employee stress and burnout.
- D. Maximize security and employee safety.
- E. Reduce overtime costs.
- F. Improve the operational management of the PCCF
- G. Ensure that at least one male and one female correction officer is on duty at all times.

PROCEDURES:**A. ATTENDANCE CONTROL**

1. The Shift Sergeant shall be responsible for the maintenance of proper and accurate daily staffing and attendance records.
2. Command staff shall ensure timely completion of quarterly attendance control records and reviews on all employees under their supervision as well as the initiation of corrective and/or disciplinary action for attendance abuse.

B. ATTENDANCE ENFORCEMENT

1. A Lieutenant for the PCCF, designated by the Captain, will be responsible for the proper and timely enforcement of attendance standards and will prepare a staff attendance summary on reported absence or lateness on a bi-weekly basis.

C. ATTENDANCE REVIEW BOARD

1. The Attendance Review Board will coordinate attendance control and enforcement. The Board shall meet on a periodic basis and its decisions shall be advisory to the Undersheriff. The board shall be chaired by the Captain and membership shall include the Lieutenants.

D. EMPLOYEE EVALUATIONS

1. On an annual basis, performance evaluations shall be conducted on all employees of the Department who are eligible to receive a salary increment. On a quarterly basis, an attendance review shall be conducted on all employees within the Correction Division.

E. STAFFING ANALYSIS

1. A comprehensive staffing analysis shall be conducted at least annually to determine staffing needs and plans. Relief factors are calculated for each classification of staff that is assigned to uniformed positions. Essential posts or positions, as determined by the staffing plan are consistently filled with qualified personnel.

F. EMPLOYEE ATTENDANCE

1. An employee is required to be present for duty during all assigned work hours unless he or she is absent with prior approval or is unable to be present because of illness, injury or the Family Medical Leave Act leave.

G. UNSATISFACTORY ATTENDANCE

1. Unsatisfactory attendance demonstrating a pattern of abuse, as evidenced by excessive lateness or absenteeism will be considered grounds for the following corrective measures:
 - a. Termination of probationary employment.
 - b. Informal Counseling.
 - c. Formal Counseling (Attendance Review).
 - d. Negative consideration for promotion.
 - e. Postponement of salary increment for two months or the period on attendance review, whichever is greater.
 - f. Referral to the Employee Assistance Program.
 - g. Placement on "Attendance Review Status".

In the event an employee is placed on attendance review status, the period of review will be two (2) months, which can be renewable.

If unsatisfactory attendance continues during the review period, the initiation of formal administrative action in accordance with the Collective Bargaining Agreement may be pursued.

H. REPORTING OF UNSCHEDULED ABSENCES

1. REPORT OF ILLNESS OR INJURY

- a. An employee is required to “call in” to a supervisor as early as possible, but at least one and one half hour prior to the start of his or her assigned tour of duty. The officer reporting sick will provide his or her name, location, and the reason for calling in sick to the Supervisor receiving his or her call.
- b. The supervisor on duty enters the Employees name, and time phoned in on the daily absence and lateness log. The log will be kept by the shift Supervisor. The Supervisor shall ask the employee calling in to state the type of leave code description, his/her shift and squad number. The Supervisor is required to then make an entry to the leave code and squad number in the daily absence and lateness log.

IT IS THE RESPONSIBILITY OF THE EMPLOYEE CALLING IN TO PROVIDE THE SUPERVISOR ON DUTY WITH THE LOCATION WHERE HE/SHE CAN BE REACHED DURING THE EMPLOYEE’S ASSIGNED TOUR OF DUTY IF THE EMPLOYEE IS CALLING IN FROM A LOCATION THAT IS NOT HIS/HER HOME.

- c. The supervisor on duty may call back the employee during the employee’s assigned tour of duty at his/her home phone number or the alternate phone number at the alternate location where the employee calling in may be reached during the employee’s assigned tour of duty.

2. ACCOUNTABILITY

- a. Any employee “calling in” is required to remain in his or her location during his or her assigned tour of duty. Permission to be at a location other than the original location may be granted only at the discretion of a Supervisor. All employees calling in are subject to location visits. This requirement shall not be construed so as to prevent an employee from leaving his or her location to vote, attend a doctor’s appointment, attend religious services, or attend to a medical or family emergency with proper notification to a Supervisor. Additionally, this requirement shall not be construed to interfere with the employee’s statutory rights under the FMLA.
- b. The Shift Sergeant will be responsible for his/her Shift’s timely preparation, accuracy and timely submission of the daily absence and attendance log to a Lieutenant.
- c. The Shift Sergeant will review all appropriate attendance reports and records generated from the computer based time and leave reports for use in monitoring their employees on attendance review.
- d. All attendance documents forwarded to a Lieutenant will be originals. The Shift Sergeants will maintain copies for their records where applicable.
- e. All employees shall be required to report their presence at work in a log book or a sign in-sheet that accurately reflects the time of arrival at their worksite or pre-shift briefing.
- f. Any employee arriving late for work shall fill out a P-1 Memorandum reporting the time of their late arrival, and explaining the specific reason(s) for their late arrival at work; their lateness shall result in their leave balance being docked.
- g. The leave balance to be docked for lateness, with the exception of sick leave, is at the discretion of the employee and should be indicated on their written report.

3. EMERGENCY PERSONAL LEAVE

- a. An employee requesting emergency personal leave must contact a supervisor as soon as possible before the start of his or her assigned tour of duty. The employee calling in requesting emergency personal leave must supply the Supervisor his or her name and type of emergency.
- b. Emergency personal leave will only be granted upon receipt of supporting documentation. If the reasons for the leave request are too sensitive, documentation may be submitted to the Lieutenant or Captain in confidence. If documentation is not submitted in a timely manner appropriate leave time will be deducted from the employee's leave balance as unauthorized leave.

4. REPORTS OF LATENESS

- a. An employee calling in late must do so by contacting a Shift Sergeant. The employee calling in late will be required to report his or her name, reason for lateness, and his or her estimated time of arrival to the Supervisor taking his or her call.
- b. When the employee reports for his or her tour of duty the Supervisor is required to make an entry into the daily absence and attendance log with the amount of time to be deducted for the employee's lateness.
- c. An entry shall be made in the "other leave" column of the daily absence and lateness log by the Supervisor for the time subtracted.
- d. An absence and lateness log must be kept daily and submitted to a Lieutenant.
- e. At the end of the 3:30 pm shift, the Shift Supervisor is required to submit the daily absence and attendance log to a Lieutenant. In addition, the Lieutenant is required to approve and sign same prior to submittal.

5. BEREAVEMENT LEAVE

- a. An employee requesting bereavement leave is required to call in to a Supervisor as soon as practical before his or her assigned tour of duty.
- b. The employee calling in must supply the name of the deceased and their relationship to the deceased to the Supervisor receiving his or her call.
- c. Upon his or her return to duty the employee may be required to submit verified documentation to substantiate his or her relationship to the deceased at the discretion of the Administration.

I. OFF DUTY INJURY

- 1. Any off duty injury, which might impair an employee's ability to perform his or her assigned duties, will be reported to a Supervisor as soon as possible.

J. FALSELY REPORTING ILLNESS OR INJURY

1. An employee shall not feign illness or injury, falsely report themselves sick or injured, or otherwise attempt to deceive the Department as to the condition of his or her health or that of any family member as it affects his or her absence from duty.

K. RESTRICTED MOVEMENT

1. An employee absent from duty due to illness or injury will be required to remain at his/her location during his or her scheduled tour of duty. Restricted movement to a location other than the original location may be granted at the discretion of a Supervisor. The restricted movement clause is not in any way intended to deny the right to vote or attend religious service or the ability to go to the pharmacy or a doctor's appointment.
2. The restricted movement clause is not intended in any way to deny an employee on approved FMLA leave to care for an eligible family member or when approved FMLA leave is based on pregnancy. With proper notification to the Department, an employee may be permitted to leave his or her residence or alternate location to attend a doctor's visit or to attend to a medical or family emergency.
3. During this period of restricted movement, a Supervisor may direct that the employee be subject to supervisory call backs or location visits by a duly authorized Supervisor, be required to log any absence from his or her location or approved place of treatment by telephone contact with his or her Shift Supervisor, or direct the employee to report his or her condition by telephone to a physician or medical consultant designated by a Lieutenant or Captain and comply with the physician's instruction for any examination or medical review.

L. RESTRICTED EMPLOYMENT

1. An employee who is absent due to illness or injury shall not engage in any outside employment during any day of absence, except when specifically authorized by a Lieutenant or Captain during recovery from a reported illness or injury.
2. An employee shall not be authorized to work on an overtime shift on the same day that he or she is absent due to illness or injury.

M. SICK LEAVE CREDIT

1. An employee may be required to provide written proof of illness or injury. Satisfactory proof will include the following information on his or her practitioner's stationary or prescription blank:
 - a. A brief diagnosis of the condition treated.
 - b. A statement that the employee was not able to work during the period for which sick leave credit is claimed, and.
 - c. A prognosis for recovery.

NOTE: **CONFIDENTIAL MEDICAL INFORMATION WILL BE SUBMITTED TO A LIEUTENANT OR CAPTAIN**

N. RETURN TO DUTY

1. The Department reserves the right to have examined, at Department expense, any employee returning to duty after an absence due to illness or injury, except as limited by law.
2. An employee shall be required to report for such examination at a designated time and location
3. An employee may be required to report for periodic re-examination as determined by the Department.

O. MEDICAL EVALUATION

1. Any employee has the right to be treated by his or her physician for any illness or injury. However, no private physician is empowered to place an employee on sick leave status beyond ninety-six (96) hours or to determine an employee's fitness for duty without the approval of a Lieutenant or Captain. This authority rests solely with the physician or medical consultant designated by the Department in accordance with the following procedures:
 - a. In any case of a reported illness or injury which requires medical care or treatment beyond ninety-six (96) hours, the employee may be required to report his or her condition by telephone to a physician designated by the Department or comply with the physician's instructions for a medical examination or medical review.

P. LIGHT DUTY ASSIGNMENT

1. Any employee on short term injury or illness determined to be fit for light duty assignment by a physician designated by the Department, may be required to report to the Shift Sergeant for the performance of a light duty assignment on a scheduled tour of duty.

Q. EXCESSIVE ABSENCE

1. Five (5) occasions of absence in a nine (9) month period shall be considered as excessive for the safe and secure operation of the Department. An "occasion" will be defined as an unscheduled absence for duty on an assigned shift, a mandatory overtime shift mandatory or voluntary or a mandatory training day.
2. Previously approved leave such as holiday leave, personal leave, compensatory time, military leave, annual, pre-approved sick and approved FMLA leave time are not considered as an occasion. Any day attributed to job injury is excluded as an occasion. Occasions are described as follows:
 - a. Any day on which an employee is absent without leave (AWOL).
 - b. Any day in which an employee fails to report absence to his or her Shift Supervisor at least one and one half hour prior to his or her tour of duty.
 - c. Any day on which an employee is relieved from duty before the end of his or her assigned shift due to illness or injury and fails to provide proper medical documentation.
 - d. Any day on which an employee is absent on a claim of "emergency" personal leave and fails to provide proper documentation.

- e. Any day or grouping of days on which an employee is absent due to illness or injury and fails to provide proper medical documentation.
- f. Three or more consecutive days of absence shall be counted as one “occasion” if proper medical documentation is not provided. Absence of three (3) or more consecutive days requires proper medical documentation upon return of duty.

R. EXCESSIVE LATENESS

- 1. Reporting late for duty for eight (8) occasions within a three month period shall be considered as excessive for the safe and secure operations of the Department. An occasion of lateness will be defined as anytime an employee fails to report for duty in a timely manner for an assigned tour of duty, overtime shift (mandatory or voluntary) or a training day.

S. COUNSELING

1. SICK TIME USAGE

- a. Informal Counseling: An employee who has three (3) occasions (as defined in Q above) in any consecutive nine (9) month period will be subject to an informal counseling by a Sergeant.
 - (i) Should the employee be a Sergeant, the counseling will be conducted by a Lieutenant.
- b. Formal Counseling: An employee who has four (4) occasions (as defined in Q above) in any consecutive nine (9) month period will be subject to a formal counseling by a Lieutenant.
- c. Attendance Review Status: After receiving a formal counseling, an employee who has one additional occasion in the same nine (9) month period shall be placed on “Attendance Review Status” by the Captain.

2. LATENESS

- a. Verbal Counseling: An employee who has reported late for duty on six (6) occasions in any consecutive three (3) month period shall be verbally counseled by a Sergeant.
- b. Attendance Review Status: After receiving a verbal counseling for lateness, an employee who is late on two (2) more occasions in the same three (3) month period, shall be placed on Attendance Review Status by the Captain.

3. ATTENDANCE REVIEW STATUS

- a. Attendance Review Status is limited to a period of sixty days. However, prior to be placed on attendance review or extended attendance review, an employee’s attendance will be reviewed by the Department’s Attendance Review Board, comprised of a Lieutenant and a Captain.
 - 1. Consideration may be given for extenuating circumstances.
 - 2. The employee will be notified of the review time and date and will have the option attending or furnishing relevant documents and information. At his or her request, the employee may

have union representation at the review. (NOTE: if the employee is on duty and opts to attend, he or she must be released for attendance review if they choose).

3. Decisions of the Attendance Review Board may be appealed to the Undersheriff or his designee, in writing, within three (3) days of the employee being notified of the decision of the Attendance Review Board. All actions will be stayed pending the disposition of the appeal by the Undersheriff. The decision of the Undersheriff shall be final and binding, however, an employee may grieve a determination that an employee was inappropriately placed on Attendance Review Status.
4. Those placed on Attendance Review Status will be subject to the following restrictions:
 - a. A doctor's certificate will be required for "any" absence due to illness or injury during the review period. Medical Certifications will be provided to the Captain immediately upon the employee's return to duty.
 - b. The employee will be required to "log" any absence from his or her location or approved place of treatment by telephone contact with his or her Shift Sergeant during his or her assigned tour of duty.
 - c. The employee may be subject to location visits and supervisory call backs by a duly authorized Supervisor during his or her assigned tour of duty to determine locations and availability to the Department.
 - d. An employee will not be allowed to volunteer for overtime, However, Supervisory staff shall permit an employee on Attendance Review Status to work voluntary overtime to avoid forced overtime pursuant the overtime equalization policy.
 - e. An employee will not be allowed to perform Mutual Switches with another employee even when the other employee is not on Attendance Review Status.
 - f. A Supervisor may force an employee on Attendance Review Status to work forced/mandated overtime pursuant to the overtime equalization policy.
 - g. An employee who is on Attendance Review Status shall not engage an any secondary or outside employment.
 - h. In the event of a serious medical condition which results in long term illness or confinement, Attendance Review Status may be waived upon the recommendation of the physician designated by the Department.

T. DISCIPLINARY ACTION

1. Failure to correct any pattern of attendance abuse as is explained in this policy may result in the initiation of formal administrative action in accordance with the Collective Bargaining Agreement.

U. ATTENDANCE STANDARDS FOR JOB RELATED INJURIES OR ILLNESSES

1. REPORTING ABSENCE DUE TO ILLNESS OR INJURY

- a. Any employee absent from duty due to illness or injury shall personally report his or her condition to a Shift Supervisor at least one and one half hour prior to the start of his or her assigned tour of duty.

2. EMPLOYEE CALLING IN CLAIMING JOB INJURY

- a. When the employee calling in states that he or she is calling in and claiming job injury (207c or Worker's Compensation), the supervisor on duty shall ask the employee who is calling in to provide the Job Injury Claim Number assigned to the employee's injury. The supervisor is required to make this entry in the daily absence and lateness log. Once a number is assigned, it must be provided by the employee each time the employee calls in and claims job injury for that case. If it is the first time an officer is reporting job injury, the date of the Job Injury must be provided until such time as a Job Injury Claim Number is assigned.

3. INVESTIGATION OF ON DUTY INJURIES

- a. Any on-duty injury which might severely impair and employee's ability to perform his or her assigned duties shall be immediately reported to the Shift Sergeant, who shall investigate the incident thoroughly, prepare a written report on his or her findings, and ensure that the employee fills out the appropriate form (Employee Notice of Claim, Employee Injury and Illness Incident Report and a HIPPA Release Form) and receives proper medical attention. The Supervisor MUST complete the Employee Investigative Report.

4. FALSELY REPORTING ILLNESS OF INJURY

- a. An employee shall feign illness or injury, falsely report himself or herself sick or injured, or otherwise deceive or attempt to deceive the Department as to the condition of his or her health as it affects absence from duty.

5. RESTRICTED MOVEMENT

- a. Any employee absent from duty due to illness or injury shall be required to remain at his or her residence (which has been registered with the Department) during his or her scheduled tour of duty. Restricted movement to an alternate location may be granted by a Supervisor. With proper notification to the

Department an employee may be permitted to leave his or her residence or approved alternate location for a doctor's appointment or to attend to a medical

or family emergency. This requirement will not be construed to prevent an employee from voting or attendance at religious services with proper authorization from the Department. During this period of restricted movement, a Supervisor may direct that the employee be subject to a supervisory call back or home visit, or be required to "log" any absence from his or her residence or approved alternate location by telephone contact with his or her supervisor.

6. RESTRICTED EMPLOYMENT

- a. An employee who is absent due to illness or injury shall not engage in any outside employment during any day of absence, except when specifically authorized by the Department during recovery from a reported illness or injury. This section shall not be construed to interfere with the employee's statutory rights under the FMLA.
- b. An employee shall not be authorized to work an overtime shift on the same day he or she is absent from duty due to illness or injury.