

2/14/2024

MEMORANDUM OF AGREEMENT

By and Between the

County of Putnam, Putnam County Sheriff

and the

*Putnam County Sheriff's Department
Police Benevolent Association, Inc.*

The January 1, 2017 through December 31, 2022 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 PBA. 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, 2023 – December 31, 2027.

2. **Article 10, Base Wage and Longevity.**

Effective January 1, 2023, a 3.50% increase to the salary schedule.

Effective January 1, 2024, a 2.75% increase to the salary schedule.

Effective January 1, 2025, a 2.75% increase to the salary schedule.

Effective January 1, 2026, a 3.00% increase to the salary schedule.

Effective January 1, 2027, a 3.00% increase to the salary schedule.

3. **Article 9.F., Compensatory Time Off in Lieu of Payment of Overtime.**

Modify to provide as follows:

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.

Effective January 1, 2024, employees are limited to a maximum of 340 hours of compensatory time in their compensatory time bank. All compensatory time over 340 hours accrued as of December 31, 2023, shall be paid at the 2023 rate no later than December 31, 2024.

4. **Article 11, Section C, Holidays.**

Modify paragraph C to provide as follows:

Employees who rotate shifts and/or days off and/or are regularly scheduled to work on Holidays, shall be entitled to twelve (12) paid Holidays which may be other than those enumerated above as designated by Departmental scheduling and shall be entitled to a lump sum payment of one thousand five hundred dollars (\$1,500.00) (Effective January 1, 2024, three thousand five hundred dollars (\$3,500.00)) in the first (1st) pay period of December of each year.

5. **Article 5, Rights of the Employer.**

Add new paragraph A.6 to provide as follows:

6. At the discretion of the Sheriff, an SPO may be assigned to security detail at the Department of Social Services.

Add a new paragraph 7 to provide as follows:

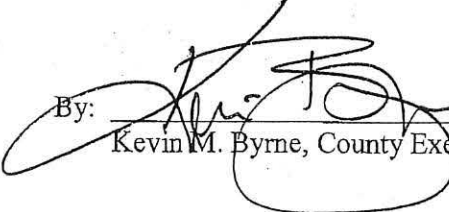
7. Any Sergeant who was assigned a take-home vehicle before January 1, 2023, shall retain the right to a take-home vehicle so long as the employee remains in the Sergeant position. Any employee promoted to the rank of Sergeant on or after January 1, 2023, may receive a take-home vehicle at the discretion of the Sheriff.

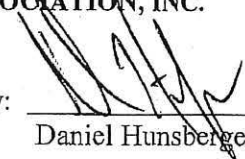
6. The PBA agrees to withdraw, with prejudice, PERB Improper Practice Charge U-38745. Upon request of the PBA, the Sheriff or designee agree to meet and discuss the current Body Worn Camera Policy no later than ninety (90) days following the ratification of this Agreement and will implement such changes upon mutual agreement.

2/14/2024

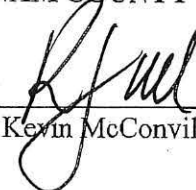
COUNTY OF PUTNAM

**PUTNAM COUNTY SHERIFF'S
DEPARTMENT POLICE BENEVOLENT
ASSOCIATION, INC.**

By: 
Kevin M. Byrne, County Executive

By: 
Daniel Hunsberger, PBA President

PUTNAM COUNTY SHERIFF

By: 
Kevin McConville, Sheriff

By: _____
By: _____

Dated: February 16, 2024

Dated: February , 2024

03/13/2020

THE COUNTY OF PUTNAM
AND
PUTNAM COUNTY SHERIFF'S DEPARTMENT
POLICE BENEVOLENT ASSOCIATION, INC.
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for Putnam County (hereinafter "Employer") and the Putnam County Sheriff's Department Police Benevolent Association, Inc. (hereinafter "PBA"). The Employer and PBA are collectively referred to as the "parties".

WHEREAS, the Employer and PBA are parties to a Collective Bargaining Agreement which has an expiration date of December 31, 2016; and

WHEREAS, the parties have reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2017 through December 31, 2022, and wish to memorialize their understanding, in writing, pending the ratification of this agreement by both the PBA and the Putnam County Legislature and the subsequent signing of the new collective bargaining agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval of the Putnam County Legislature by resolution, the parties agree that a successor collective bargaining agreement to the expired agreement shall reflect the following changes; all other terms and conditions not specifically referenced herein shall, by agreement of the parties, remain in full force and effect.

1. Article 28 -- Duration: All aspects of the Agreement pertaining to duration shall be amended to reflect the following:

Period of Agreement: January 1, 2017 through December 31, 2022

2. Article 10 -- Base Wage and Longevity: Subsection (A) of Article 10 shall be amended, along with Appendix A, to reflect the following increases for all employees:

Effective January 1, 2017 -- 2.5% increase to the salary schedule as per the mediator's recommendation dated March 12, 2020, attached hereto;

Effective January 1, 2018 -- 2.5% increase to the salary schedule as per the mediator's recommendation dated March 12, 2020, attached hereto;

Effective January 1, 2019 – 2.5% increase to the salary schedule as per the mediator's recommendation dated March 12, 2020; attached hereto;
Effective January 1, 2020 – 2.5% increase to the salary schedule as per the mediator's recommendation dated March 12, 2020; attached hereto;
Effective January 1, 2021 – 2.5% increase to the salary schedule as per the mediator's recommendation dated March 12, 2020; attached hereto;
Effective January 1, 2022 – 2.5% increase to the salary schedule as per the mediator's recommendation dated March 12, 2020; attached hereto.

3. Article 11 – Holidays: Subsection A.1. of Article 11 shall be deleted from the Agreement.
4. Article 11 – Holidays: A new Subsection (A) shall be added to Article 11 of the Agreement to read as follows effective January 1, 2020: "The following days shall be deemed as holidays by the Department:
 1. New Year's Day
 2. Martin Luther King Jr.'s Birthday
 3. President's Day
 4. Memorial Day
 5. July 4th
 6. Labor Day
 7. Columbus Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Day after Thanksgiving
 11. December 24th
 12. Christmas Day"
5. Article 11 – Holidays: Subsection (C) of Article 11 of the agreement shall also be amended to provide that any employee hired after January 1, 2020 shall receive a prorated amount of the applicable Holiday pay in the first year of employment to be paid in the first pay check following hire, and that they shall receive the full amount of the annual Holiday pay every year thereafter.
6. Article 19: Shall be amended to require all members of the bargaining unit to complete First Aid/CPR/AED/Stop the Bleed training as well as Oxygen Administration, and to maintain said certifications at all times.

7. Article 20 – Certifications & EMT Stipend: A new subsection (H) shall be added to this Article of the agreement to include the terms and provisions of paragraph “8” of the eliminated Appendix “D” relative to the allowable stipend for “Additional Certifications and Levels of EMS Training”. The current EMT stipend(s) shall be retained for those employees who are currently receiving stipends. Current employees shall be eligible for new certifications and appropriate stipends. Employees hired after ratification of this Agreement 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 such certification current shall not be taken on County time and shall not be an expense of the County.
8. Appendix “D” shall be eliminated from the Agreement.
9. Article 18 - Retirement Plans: The terms and provisions of paragraph “6” of the eliminated Appendix “D” shall be substituted for the language currently contained in Subsection (C) of this Article.
10. Article 9 – Hours of Work: Subsection (B) of this Article of the agreement shall be amended to specify that employees assigned shifts shall be as follows:

“A” Line:	11:30 p.m. to 7:30 a.m.
“B” Line:	7:30 a.m. to 3:30 p.m.
“B-6” Line:	6:00 a.m. to 2:00 p.m.
“B-8” Line:	8:00 a.m. to 4:00 p.m.
“B-9” Line:	9:00 a.m. to 5:00 p.m.
“B-12” Line:	12:00 p.m. to 8:00 p.m.
“C” Line:	3:30 p.m. to 11:30 p.m.
“C-2” Line:	2:00 p.m. to 10:00 p.m.
“C-4” Line:	4:00 p.m. to 12:00 a.m.
“C-7” Line:	7:00 p.m. to 3:00 a.m.

Unit scheduling shall be as follows:

- Road Patrol: “A” Line, “B” Line, “C” Line
- BCI: “B-9” Line, “C-2” Line
- Narcotics: “B-9” Line, “B-12” Line, “C-4” Line, “C-7” Line
- Civil: “B-9” Line
- Operations: “A” Line, “B” Line, “C” Line
- Department of Social Services/County Security: “B-8” Line, “B-9” Line to follow the hours of operation of the Department if Social Services, not to exceed 8 hours in a given

workday. Any additional time required to be worked over and above 8 hours in any workday shall be paid in accordance with Article 9(D) herein.

Youth Bureau shall be any hours to coincide with the assigned school's academic calendar, not to exceed 8 hours in a given day. Any additional time required to be worked over and above 8 hours in any workday shall be paid in accordance with Article 9(D) herein.

The above shift schedules will be used as a guide; work shifts can be modified at the discretion of the Sheriff in times of emergency or upon agreement with the PBA.

11. Article 9 – Hours of Work: Subsection (C)(2) shall be amended to include language that clarifies the fact that the work schedule for certain employees may provide for five (5) days on and two (2) days off based upon assignment. Those designations are the 1st Sergeant and the members of the following divisions: Civil, BCI and Operations, as well as assignments to the Youth Bureau and Department of Social Services.

12. Article 9 – Hours of Work: Subsection (C)(3) of this Article of the agreement shall be amended as follows: "The standard work year shall constitute two hundred and forty-nine work days per work year, or two hundred and fifty in a leap year, beginning January 1 and ending December 31 (which already accounts for the 12 holidays which employees are entitled to under Article 11 of the agreement). This number is calculated as follows:

Total days in a year:	365 (366)
Pass Days:	104
Holidays:	- 12
	249 (250)

13. Article 9 – Hours of Work: Subsection (C)(2) of this Article of the agreement shall be amended so that it reads as follows: "The present work schedule provides for either four (4) days on and two (2) days off or five (5) days on and two (2) days off, depending upon assignment, resulting in a total of 243 or 244 scheduled work days per year (unless a leap year, in which case there will be one more). As a result, each member shall be required to work "option days" of a sufficient number such that each member shall be scheduled to work two hundred and forty-nine (249) days, or two hundred and fifty (250) in a leap year. Option days may be utilized by the Sheriff at his/her discretion for any purpose other than staffing for recognized holidays."

14. Article 9 – Hours of Work: Subsection (C)(3) of this Article of the agreement shall be amended so that it reads as follows whenever practicable: "The Sheriff will schedule

03/13/2020

option days to be worked prior to December 1st in the year in which they are owed. This will be done entirely at the discretion of the Sheriff.

15. Article 20 - Miscellaneous: Subsection (C) of this Article of the agreement shall be amended to require that, in the event that an employee must be scheduled for firearms training on an off duty day, such employee will not receive compensatory time or pay at time and one half, but rather, that it shall constitute an Option Day, as described in Article 9.
16. Article 22 - §207-C Procedure: Appendix "F" shall be replaced by the policy attached hereto.
17. Article 21 - Drug and Alcohol Testing Procedure: Appendix "E" shall be replaced by the policy attached hereto.
18. Article 10 - Direct Deposit: a new Subsection (D) shall be added to this Article requiring all employees to receive their bi-weekly paychecks via direct electronic deposit, and providing that W-2 forms will no longer be provided to employees in paper format, but rather that they be made available through the employee portal.
19. Article 26 - Retroactivity: Subsection (B) of this Article shall be amended to provide that retroactive wage payments and other economic benefits will apply only to those employees on the payroll of the County on the date that the Legislature ratifies the Agreement, as well as to any unit member who retired from County service between January 1, 2017 and the date of ratification by the County.
20. The PBA agrees to withdraw with prejudice, the pending longevity grievance and arbitration.

This Agreement is subject to ratification by the members of the bargaining unit and by the Putnam County Legislature.

The parties further agree that in the event that this agreement is not ratified by either party, then it may not be used in any future proceeding, including but not limited to, interest arbitration.

Dated: March 13, 2020

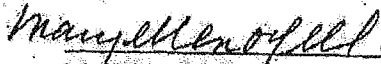
03/13/2020

ACCEPTED AND AGREED AS STATED ABOVE:

For the County of Putnam:

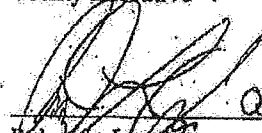
For the Putnam County Sheriff's PBA:

3.13.20




MaryEllen Odell Date:
County Executive

Daniel Hunsberger Date:
PBA President


Robert L. Langley Date: 03/13/2020
Putnam County Sheriff

Approved as to form only:


Jennifer S. Bungarner
County Attorney

Andrew C. Quinn
PBA Counsel

03/13/2020

ACCEPTED AND AGREED AS STATED ABOVE:

For the County of Putnam:


MaryEllen Odell Date:
County Executive

Robert L. Langley Date:
Putnam County Sheriff

Approved as to form only:


Jennifer S. Bumgarner
County Attorney

For the Putnam County Sheriff's PBA:



Daniel Hunsberger Date:
PBA President

03/13/2020



Andrew C. Quinn
PBA Counsel

3/13/20



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JOHN WIRENIUS
CHAIRPERSON

LORI L. MATLES
MEDIATOR

By Fax and Regular Mail

March 12, 2020

Wallens Gold & Mineaux LLP
13 Columbia Circle
Albany, NY 12203

Andrew Quinn, Esq.
The Quinn Law Firm, PLLC
399 Knollwood Road, Suite 220
White Plains, NY 10603

Case No. M2019-069 –County of Putnam and Putnam County Sheriff's Department PBA

Dear Mr. Wallens and Mr. Quinn:

I am writing in reference to the impasse in the above matter. As you know, I was appointed as mediator in this matter on August 2, 2019. Mediation sessions were conducted on December 20, 2019, January 31, 2020 and finally on March 5, 2020.

I have discussed separately with the parties their proposals for resolution in the above matter. After reviewing the positions of the parties and reviewing contract language it is clear to me that a binding Interest Arbitration Award the final step under the Taylor Law, would not meet all the needs of either party. In addition, the process of selecting and scheduling arbitration can significantly delay the collective bargaining process. In light of the aforementioned, to conclude the process, I am providing the parties with a mediator's recommendation to hopefully resolve this matter.

I am recommending a compromise between the parties' positions which is in both parties' interests to accept. Please review the following:

Article 10 – Base Wage

Effective January 1, 2017 2.5%

Effective January 1, 2018 2.5%

Effective January 1, 2019 2.5%

Effective January 1, 2020 2.5%

Effective January 1, 2021 2.5%

Effective January 1, 2022 2.5%

All previously agreed to issues discussed and agreed to by the parties will be included in the tentative Memorandum of Agreement.

The current Collective Bargaining Agreement expired on 12/31/16. Not all issues can be resolved particularly during these economic times. I am issuing this recommendation to expedite the resolution of this dispute which has been on-going for some time.

This proposal is intended only for the parties as an aid in settling the impasse and should be kept confidential. It is not intended for public dissemination. If both parties do not accept the proposal set forth herein, it shall be null and void and have no further effect.

Please contact me if you have any questions in this regard.

Very truly yours,
Lori L. Matles
Lori L. Matles

LLM/sp

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 a Deputy Sheriff

"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 his/her designee
- C. **Claimant:** Any sworn Deputy Sheriff who alleges to be injured in the performance of his/her 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. The current designees are the Director of Personnel, Captain of the Civil Division and the Senior Deputy County Attorney for Risk and Compliance. The PBA President shall be advised of any change to the identity of the individual members of the panel.

Section 3. Application for Benefits

- A. 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 and attached hereto at the end of the shift 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. Immediately upon being notified of such illness or injury, the supervisor shall notify the Sheriff of same through the chain of command. The Claimant shall file an application with the Sheriff and Claims Panel within seventy-two (72) hours of becoming aware of the injury or illness. If the Claimant is medically incapacitated, the Claimant's Supervisor shall file the written incident report. 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, or fails to file an application within the required seventy-two (72) hours, the Claims Panel may nonetheless consider an application.

B. The incident report and Application shall include the following information:

- (i) the time, date and place of the incident;
- (ii) a detailed statement of the facts surrounding the incident;
- (iii) the nature and extent (in as much detail as possible) of the Claimant's injury or illness; and
- (iv) any possible witnesses to the incident.

C. 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 PBA 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 to file the application within the ten (10) calendar day period, upon a showing of good cause.

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

E. 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 and submit to examinations at such times and places designated by the Claims Panel.

F. 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

A. The Claims Panel shall have the following powers and authority:

(i) 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.

(ii) 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 and his/her designee, including the County's third party administrator.

(iii) hire and consult experts and specialists to assist in the rendering of the determination of eligibility;

(iv) require the production of any medical document or record that pertains to the Application, injury, or illness;

(v) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;

(vi) require the Claimant to sign HIPPA compliant forms for the release of medical information that bears upon the Application;

(vii) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and

(viii) 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.

B. 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.

C. The Claims Panel shall deliver or serve a written copy of the Claims Panel's decision upon the Claimant within ten (10) calendar days of said determination. The written determination shall set forth the reasons for the Claims Panel's decision.

D. 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 13 of the procedure 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 and/or Employers' third party administrator 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 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 or said retirement application. 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.

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 the Claimant may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that an initial determination is not made within ninety (90) days, the Claimant shall be continued in pay status until a determination is made.

Section 7. Status Post Initial Determination

A. 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 and back-pay if member had exhausted accrued time off and was off payroll as a result of the injury or illness which was expended prior to the determination.

B. 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.

C. 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, PBA meetings and events, and law enforcement functions.

Section 8. Medical Treatment

A. (i) 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 determination 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 or examination without a reasonable justification to decline the proposed 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 13 of these procedures.

(ii) 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 subject the Claimant to disciplinary action in accordance with the collective bargaining agreement.

(iii) 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 consideration and approval, which approval shall not be unreasonably withheld

B. **Medical Reports.** The Claimant and all physicians, specialists and consultants treating a Claimant shall be required to file a copy of any and all reports relied upon by claimant in furtherance of his/her 207-c claim and any other medical reports which impact the treatment of same with the Claims Panel. The Claimant shall execute all necessary releases and HIPPA compliant forms and shall be responsible for the filing of said reports. The Claimant may request that a copy of the medical reports be filed with the Claims Panel. The medical reports which are filed shall remain

confidential and only released for purposes of administering the procedures herein or applications filed with the New York State Retirement System.

C. **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.

D. No claim for surgical operations or physiotherapeutic procedures costing more than \$1,000.00 shall be paid unless they were required in an emergency, or authorized in advance by the employer's third party administrator or County designee, or authorized by law. Determinations of the Claims Panel under this paragraph shall be based upon medical documentation.

E. 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 9. Light Duty Assignments

A. 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.

B. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall provide the Claimant receiving the benefits under GML 207-c, no less than two (2) business days' notice 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.

C. 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.

D. 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 13 of this procedure with regard to the Claimant's physical ability to perform the light duty assignment.

E. 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 and a determination is made.

F. Medical documentation shall be defined herein as a Return to Duty Form on the form prescribed herein and attached hereto which shall be completed and signed by the Claimant's treating physician and does not include a note from a physician's assistant, chiropractor, nurse, or other individual who does not hold an M.D. 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.

G. 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 or her home during his or her scheduled work hours, except when medically necessary to leave the residence for purposes of obtaining medical care, e.g., 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 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 10. Changes in Condition of Claimant

A. Every GML §207-c Claimant shall be required to notify the Claims Panel of any change in his or her condition which may enable the Claimant 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 11. Right of Perpetual Review and Examination

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

(i) requiring Claimant to undergo medical examination by physician or medical providers chosen by the Claims Panel;

(ii) requiring Claimant to apprise the Claims Panel as to their current condition; and

(iii) requiring Claimant or any other involved parties to provide any documentation, books, or records that bear on the Claimant's case.

Section 12. 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 Claimant is no longer or was never eligible for benefits, the Claims Panel shall seek to terminate such benefits pursuant to Section 13 of the procedure herein. 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 13. Hearing Procedures

A. 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 Panel shall be selected on a rotating basis from the following panel: Sheila Cole, Jay Siegel and Howard Edelman.

B. 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 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 upon the consent of both parties from the Panel and the parties shall mutually agree upon a replacement.

C. 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 for 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.

D. 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 by 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 New York

State Civil Practice Law and Rules. The fees and expense of the Hearing Officer shall be borne equally by the parties.

Section 14. 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 15. 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 16. 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 contractually entitled 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 17. Miscellaneous

A. 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 the Claimant is unable to do so. Disputes regarding the application of this provision shall be subject to labor management discussions between the Sheriff and the union president.

B. 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.

C. The parties agree that any disputes relating to the administration or application of the provisions of this procedure shall be resolved pursuant to Section 13 of the procedure herein.

APPENDIX

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

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? _____

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

**PUTNAM COUNTY
SHERIFF'S DEPARTMENT
RETURN TO DUTY FORM**

Re: Employee Name: _____
Date of Incident: _____

I, _____, being a medical professional duly licensed to practice medicine in the State of New York, do hereby certify the following under penalties of perjury:

1. I am Board Certified in the following areas(s):

2. Employee is currently under my care for the following diagnosed injury or illness arising out of the performance of his/her duties:

3. I examined the Employee on the following date(s):

4. I have reviewed an order from the Putnam County Sheriff's Department dated _____ which requires that the Employee return to work at light duty with the following restrictions:

5. Employee is/is not [CIRCLE ONE] able to work at light duty as ordered;

6. Employee can/cannot [CIRCLE ONE] work the light duty position as ordered with the following additional restrictions:

7. Employee's prognosis is as follows:

8. Employee requires the following medical treatment/therapy, if any:

NOTE: THIS CERTIFICATION MUST INCLUDE A COPY OF ANY TREATMENT NOTES AND DIAGNOSTIC REPORTS (E.G., X-RAYS, MRI SCANS, CT SCANS, EMG STUDIES, ETC.) THAT WERE RELIED UPON IN MAKING THIS CERTIFICATION.

X _____
Physician Signature Required

Physician Name: _____
Date of Certification: _____

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 ensure 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 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, L.C.S.W., C.A.S.A.C. or OASAS licensed counselor, as designated by the County's Substance Abuse Provider, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the New York State Office of Alcoholism and Substance Abuse Services, aka OASAS) 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 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.

Articulate observations are those that are capable of being described and documented in written form; they do not include suppositions, speculation or whim.

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;

Consume or ingest 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 in accordance with this policy and procedure;
- Refuse to submit to any test administered for the purpose of determining BAC in accordance with this policy and procedure.

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 pursuant to the procedures and

guidelines set forth herein.

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.

D. Post-Accident:

All Employees will be required to follow the following procedures whenever they are involved in any type of motor vehicle accident: Drug and alcohol testing will be based upon reasonable suspicion. Post-accident screenings may be administered as authorized by law.

E. Return to Duty:

All employees who have been found to have engaged in prohibited conduct regarding drug use and/or alcohol misuse 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 before being permitted to return to work.

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.

If the 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

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 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

Supervisor's 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. A test measurement of 0.020 to 0.049 alcohol concentration

will cause the employee to 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 a 0.00 concentration. Any employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four month period shall be subject to discipline.

B. 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.

C. 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 (B) above.

SECTION 11 -- DRUG TEST CONSEQUENCES

A. Consequences for a Positive Test Result for an Illegal Drug

1. A positive drug test will result in discipline, which may include termination.
2. 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.

3. During the period of treatment, the employee will be eligible to utilize all available sick leave provided the employee is being treated on an in-patient basis. After utilizing all available sick leave, the employee may utilize his or her, personal, holiday and 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. 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 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)

4. 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.

5. 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.

B. Consequences for a Positive Test result for Any Other Drug Articulated in Section 6

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

2. 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 Sheriff 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 shall be subject to the procedures outlined in Section 11 above.

SECTION 12 — VOLUNTARY TREATMENT

A. Where a permanently appointed member, or the union president or his/her designee, on a members' 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 at his sole and exclusive discretion. 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 for any of the drugs identified in Section 6 of this policy will be immediately suspended from service without pay and 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.

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AGREEMENT

Between

***THE COUNTY OF PUTNAM AND
PUTNAM COUNTY SHERIFF***

and

***THE PUTNAM COUNTY SHERIFF'S DEPARTMENT
POLICE BENEVOLENT ASSOCIATION, INC.***

JANUARY 1, 2012 THROUGH DECEMBER 31, 2016

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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 Sheriff's Department Police Benevolent Association, Inc. (hereinafter referred to as the "PBA"), represents the complete and final understanding on all bargainable issues between the County and the PBA.

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 PBA RIGHTS

A. The County recognizes the PBA as the sole and exclusive representative for members of the Putnam County Sheriff's Department Police Benevolent Association, Inc., collective bargaining unit for Deputy Sheriffs.

B. The PBA 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 PBA to designate representatives of the PBA to appear on its behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit deputies during working hours. Such PBA

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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 PBA 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 PBA 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 deputies and the uninterrupted operation of government, upon prior permission of the Sheriff.

F. Members of the PBA who are designated to represent the PBA, with prior approval of the Sheriff, may attend meetings and conventions of the police conferences to which the PBA 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 and in accordance with the requirements of the Audit and Control Bureau of the New York State Comptroller's Office.

G. The PBA 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 PBA activity on County time without first obtaining prior approval of the Sheriff. The County shall provide a meeting room for PBA meetings

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when available.

I. Two (2) bulletin boards (size 1 ½' by 2') will be provided for use by the PBA for legitimate PBA business. Copies of any materials posted on the bulletin board will be initialed and dated by the person posting same on behalf of the PBA 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. Upon purchase by the PBA of an autotron, the PBA will be permitted reasonable use of a copying machine and will be charged for copies made on such machine.

K. Subject to availability and upon prior request and approval, a meeting facility in the Sheriff's Office will be made available to the PBA.

L. Upon request and prior approval, representatives of the PBA 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.

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3. 4 p.m. to 12 Midnight - Assuming that the negotiating session is during the day time hours, such employees will report for work as scheduled.

ARTICLE 3

DUES DEDUCTION AND AGENCY SHOP FEE

A. The County agrees to deduct dues from members of the PBA and to deduct an Agency Shop fee from those employees who elect not to become members of the PBA and to transmit such dues and fees to the PBA. The Agency Shop fee deduction shall be an amount equivalent to the dues levied by the PBA minus the costs of financial support of political causes or candidates or other union expenses not in connection with collective bargaining negotiations and contract administration.

B. The PBA shall advise the Commissioner of Finance of the County of Putnam, by certified mail, of the PBA dues and the appropriate Agency Shop fee for non-members. In addition, the PBA shall, upon request by a non-member employee furnish an accounting of the Agency Shop fee.

C. The deduction for each member and for each non-member employee shall commence during the month following written notice from the PBA of the dues or the Agency Shop fee.

D. The PBA shall establish and maintain a procedure whereby any non-member employee can challenge the Agency Shop fee as computed by the PBA.

E. The Agency Shop fee agreement is subject to the provisions of Section 208 of the Civil Service Law.

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F. The PBA 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 or Agency Shop fee information as furnished by the PBA to the County.

ARTICLE 4

COLLECTIVE BARGAINING UNIT

A. The collective bargaining unit shall consist of all employees of the Sheriff's Department holding the titles of: Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Investigator, Senior Investigator and First Sergeant, and shall exclude 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.

ARTICLE 5

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.

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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 6

INSURANCES

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, earn

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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:

The following schedule and monthly premium co-pays apply for individual and family coverage payments.

<u>Years of Service</u>	<u>Monthly Premium Payment Requirement</u>
Starting through 4 years	County-75% Employee-25%
Starting 5 through 8 years	County- 85% Employee-15%
Starting 9 through 12 years	County- 95% Employee-5%
Starting 13 years and above	County- 100% Employee-0%

C. The County will provide Comprehensive Liability Insurance.

D. The County shall have the right upon notice to the PBA 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 PBA at least sixty (60) days prior to the contemplated change. In the event the PBA believes that the benefits being provided by another insurance carrier or self insurance are not substantially similar, the PBA 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 an employee. 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 as Appendix "B," and made a part of this

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Agreement, 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 this Agreement. 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 compensated twenty percent (20%) of the annual premium cost, 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, 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 as Appendix "C," and made a part of this Agreement, 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 re-establishment 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 of that employee's decision to re-establish health insurance coverage through the County.

The forms herein shall be used for the request to decline and waive health insurance coverage

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or request to resume health insurance coverage. The County shall be responsible for providing the forms to the employee that are attached hereto as Appendices "B" and "C," and made a part of this Agreement.

F. Dental and Optical Insurance Coverage: Employees who work more than twenty-five (25) hours per scheduled week, earn more than fifteen thousand dollars (\$15,000) per year and have completed thirty (30) working days of County employment will receive dental and optical insurance, at a benefit level comparable to those currently provided to the CSEA.

G. Health Insurance Retirees: The County shall provide individual and/or family (dependent) health insurance and contribute 90% of the premium with the retiree contributing 10% of the premium for individual and/or family (dependent) coverage for those who retire on or after January 1, 2003.

ARTICLE 7

EDUCATIONAL BENEFITS

A. An employee 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 is required for all courses taken. Satisfactory completion is needed for reimbursement.

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

30 credits	\$165.00
------------	----------

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60 credits	\$330.00
90 credits	\$495.00
120 credits	\$660.00
150 credits	\$825.00

Such increase shall not be cumulative.

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.

ARTICLE 8

PERSONAL LEAVE

A. Employees shall be entitled to personal days to be used for personal, business, household or family matters described in this Article 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

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from duty is necessary for the welfare of the employee or his/her 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 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/her designee.

Requests for personal leave which are made no sooner than thirty (30) 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 three (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 recommendation of the Sheriff.

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 9

HOURS OF WORK, OVERTIME AND RECALL

A. Hours of Work

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

2. All employees will report for duty fifteen (15) minutes prior to the commencement of their tours 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:

"A" Line	11:30 p.m. to 7:30 a.m.
"B" Line	7:30 a.m. to 3:30 p.m.
"C" Line	3:30 p.m. to 11:30 p.m.

C. Standard Work Week

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

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

3. 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

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Sheriff will permit any work days owed to be 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 (1.5X).

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 PBA.

b. The staff officer, President and Vice President and member of the PBA 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 PBA involved in the dispute.

d. In the event the Sheriff, President and Vice President of the PBA 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

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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 (1.5) 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.

ARTICLE 10

BASE WAGE 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.

1. Effective January 1, 2012, a one and one-half percent (1.50%) increase shall

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be applied on each and every step of the respective Base Wage schedules in effect on December 31, 2011, with no retroactive payment.

2. Effective January 1, 2013, a two percent (2.00%) increase shall be applied on each and every step of the respective Base Wage schedules in effect on December 31, 2012, with no retroactive payment.

3. Effective January 1, 2014, a two percent (2.00%) increase to the salary schedule in effect on December 31, 2013. Employees on the payroll as of July 1, 2014 shall receive a One Thousand Dollar (\$1,000.00) bonus, not added to the base salary schedule.

4. Effective January 1, 2015, a two percent (2.00%) increase to the salary schedule in effect on December 31, 2014. Employees on the payroll January 1, 2015 shall receive a One Thousand Dollar (\$1,000.00) bonus, not added to the base salary schedule; said payment shall be made no later than June 1, 2015.

5. Effective January 1, 2016, a two and three-quarters percent (2.75%) increase to the salary schedule in effect on December 31, 2015.

B. Longevity - Employees will be entitled to longevity payments for years of continuous service as follows:

After 7 years	\$1,100
After 12 years	\$1,500
After 17 years	\$1,950
After 20 years	\$2,400

C. Payroll Lag

It is understood by the parties that the County has adopted a one (1) week payroll lag

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and such monies are due the employees on separation from County service.

ARTICLE 11

HOLIDAYS

A.1. All employees shall have twelve (12) of the following thirteen (13) days treated as holidays, in recognition of the improved retirement plans set forth in Article 18 – Retirement Plans:

- | | |
|---------------------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King, Jr.'s Birthday | 9. Election Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. Washington's Birthday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

The PBA President shall advise the County, in writing, by December 15th of each year, which Holiday shall not be recognized for the following year. (This provision shall be deleted effective January 1, 2015)

A.2. Effective January 1, 2015, the following days shall be deemed as holidays by the Department:

1. New Year's Day
2. Martin Luther King's Birthday (legal Holiday)
3. Lincoln's Birthday (February 12)
4. Washington's Birthday (February 22)
5. Memorial Day (legal Holiday)
6. Independence Day (July 4)
7. Labor Day
8. Columbus Day (legal Holiday)
9. Veteran's Day (November 11)
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day (December 25)

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B. For employees who normally work from Monday through Friday, if any of the above holidays fall on 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.

C. Employees who rotate shifts and/or days off and/or are regularly scheduled to work on Holidays, shall be entitled to twelve (12) paid Holidays which may be other than those enumerated above as designated by Departmental scheduling and shall be entitled to a lump sum payment of one thousand five hundred dollars (\$1,500.00) in the first (1st) pay period of December of each year.

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.

D. 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 (1.5X).

Holiday dates will be the celebrated holiday dates.

ARTICLE 12

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.

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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. Reasonable verification of the death may be required by the County.

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 13

CLOTHING ALLOWANCE

A. All employees assigned to the Bureau of Criminal Investigation, shall be granted an annual clothing allowance of nine hundred fifty dollars (\$950.00), to be paid upon the submission of a voucher approved by the Department Head.

B. All uniformed employees 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. The County also agrees to maintain the equipment of the employees assigned to the Bureau of Criminal Investigation, with the prior approval of the Department Head.

C. Employees assigned to the narcotics unit as Deputy Sheriff, if they work more than thirty (30) days in that assignment, shall be entitled to an allowance of eight hundred fifty dollars (\$850.00).

Employees who are entitled to a clothing allowance who work for more than thirty

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(30) days but less than one (1) year in that position, shall be entitled to a pro-rated portion of the duty apparel allowance. Payment shall be made to the employee upon submission of a voucher and approved by the Department Head.

ARTICLE 14

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:

<u>Years Completed</u>	<u>Days Off</u>
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, he/she 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 his/her designee, employees may be permitted to take their vacation time in four (4) or five (5) day segments in

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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 his/her designee. If granted, the rescheduling of vacation time will be at the discretion of the Sheriff or his/her 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 his/her scheduled vacation.

F. On mandatory retirement, normal 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:

$$\frac{\text{No. of Months Worked}}{12 \text{ Months}} \times \text{No. of Days to be Earned in Current Year}$$

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 15

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 to 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 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. 3. 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 Saturdays, Sundays and holidays) after the event giving rise to the grievance has occurred or becomes known or should have become known to the PBA. 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

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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 in writing 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 PBA. 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 PBA wishes to appeal the decision of the County Executive, the PBA may present the matter to arbitration by filing a Demand for Arbitration with the County Personnel Officer within 10 business days after the determination of the County Executive is received by the PBA, either "in-hand" 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.

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

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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.

C. 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.

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

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

F. 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 written decision is not rendered within the time limits prescribed for the decision of any Step in the Grievance Procedure, then the grievances shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits provided for processing a grievance at any Step in the Grievance Procedure.

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G. 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 16

SICK LEAVE

A. Employees will be granted ten (10) work days each year for sick leave up to a maximum accumulation of one hundred eighty (180) days, and may be credited to the employee for future sick leave.

B. In order to be eligible for sick leave, an employee must notify his/her immediate superior that he/she is requesting sick leave at least one and one-half (1.5) hours prior to the start of the employee's scheduled shift, except in case of emergency. Failure to so notify may lead to denial of sick leave.

C. Upon becoming sick or disabled, an employee 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. 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

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such person in excess of one hundred eighty (180) days in any one (1) calendar year.

E. 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.

F. 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 (5th) month. Such sick leave without pay must begin when, upon certification of a doctor, further service would be detrimental to health.

G. 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.

H. Employees who are on sick leave will generally be confined to their home. However, if medically approved, such employees may leave their home for short periods of time provided the Sheriff or his/her designee is so advised in advance and that the employees further report their return to home. Furthermore, employees on sick leave may be medically determined to be available for light duty and so utilized.

I. 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.

J. Upon actual retirement from County service, employees shall be entitled to a sick

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leave buyout according to the following schedule:

Upon retirement from County service, an employee shall be given the option to be paid for his/her unused sick leave accumulation as follows:

<u>Days</u>	<u>Amount Paid</u>
1-70 days	\$40 for each day and prorated if less than a day.
71-110	\$70 for each day and prorated if less than a day.
111-150	\$80 for each day and prorated if less than a day.
151-180	\$100 for each day and prorated if less than a day.

Payout shall be non-cumulative and each tier shall be computed separately.

ARTICLE 17

DISCIPLINARY PROCEDURE

A. The County may bring disciplinary charges against an employee within an eighteen (18) month period from the date the violation is discovered.

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. Hearings upon charges will be conducted by a Hearing Board consisting of either three (3) employees of the Putnam County Sheriff's Department, or one (1) hearing officer appointed

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by the Sheriff pursuant to Section 75 of the Civil Service Law. The choice of having a three (3) member board or one (1) hearing officer shall be the choice of the accused employee. On the three (3) member hearing board, the presiding officer shall be of the rank of Lieutenant or above, and one (1) other officer shall be of the rank of Sergeant or above, both of whom will be selected by the Sheriff. The third (3rd) officer of the Board may be named by the PBA, 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/herself 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 or the subject matter of the hearing, except for a review of the pleadings.

ARTICLE 18

RETIREMENT PLANS

A. The County shall provide the following special retirement plans pursuant to the New York State Retirement and Social Security Law:

1. Section 89-b, including subdivision m (20 Years and 1/60th)
2. Section 89-p and 603-1 (25 Years No Age)
3. Section 551 (25 Years No Age, with additional 1/60th)
4. Section 552 (20 Years No Age)
5. Section 553 (20 Years No Age, with additional 1/60th)

B. In the event that the New York State Legislature authorizes improvements in pension

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plans for Deputy Sheriffs, the County Legislature will authorize the County Executive to discuss such changes with the bargaining unit. Provided, however, that such discussions will not require the County Legislature to adopt any such amendments, but will only require discussion. This contract, however, shall not be reopened.

C. See Appendix "D" annexed hereto for side letter agreements relative to improved pension benefits, CFR training and EMT stipends.

ARTICLE 19

CERTIFIED FIRST RESPONDER AND EMERGENCY MEDICAL SERVICES

A. An employee whose certification, as set forth in Appendix "D" annexed hereto lapses, shall be required to immediately notify the Sheriff or designee, in writing, to cease payments.

ARTICLE 20

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.

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

The County will endeavor to schedule employees who are so required, to complete their firearms training while on duty. In the event an employee must be scheduled for firearms training on an off duty day, such employee will receive compensatory time or pay at time and one half (1.5X) at the County's option.

D. Current Benefits

All other benefits currently enjoyed by employees, 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.

E. Deferred Compensation and Flexible Spending Account

To the extent allowed by law, payroll deductions shall be provided without service

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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.

F. Printing of Agreement

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.

G. Paid Leave Accruals Balance

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.

ARTICLE 21

DRUG AND ALCOHOL TESTING PROCEDURE

See APPENDIX "E"

ARTICLE 22

GENERAL MUNICIPAL LAW §207-C PROCEDURE

See APPENDIX "F"

ARTICLE 23

NEGOTIATIONS

A. Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the County and the PBA 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 1, 2016.

ARTICLE 24

MAINTENANCE OF OPERATIONS

A. The PBA hereby covenants and agrees that during the term of this Agreement, neither the PBA 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 PBA 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 PBA member shall entitle the County to invoke any or

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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 PBA 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 PBA 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 may be necessary under the circumstances to bring about compliance with the PBA 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 PBA or its members.

ARTICLE 25

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

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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 26

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 therefor, 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 the date that the Legislature ratifies the Agreement. However, employees who have retired during the period of January 1, 2012 through July 1, 2014, shall also be entitled to retroactive wage payments and other economic benefits.

ARTICLE 27

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

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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 28

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2012 through December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of April, 2015 at Carmel, Putnam County, New York.

FOR THE PUTNAM COUNTY
SHERIFF'S DEPARTMENT POLICE
BENEVOLENT ASSOCIATION, INC.

BY: [Signature] 04/07/2015
Daniel Hunsberger Date
President

FOR THE COUNTY OF PUTNAM

[Signature]
BY: [Signature] Date
MaryEllen ODell
County Executive

4.7.15

FOR THE PUTNAM COUNTY
SHERIFF

[Signature]
BY: [Signature] Date
Donald B. Smith
Sheriff

04/07/15

APPENDIX "A"

2012

TITLE	GRADE	1	2	3	4	5
DEPUTY SHERIFF	50	42,427	50,912	66,122	73,284	81,876
SGT / INVESTIGATOR	51	89,756				
SR. INVESTIGATOR / FIRST SGT	52	98,922				

2013

TITLE	GRADE	1	2	3	4	5
DEPUTY SHERIFF	50	43,276	51,931	67,445	74,750	83,514
SGT / INVESTIGATOR	51	91,552				
SR. INVESTIGATOR / FIRST SGT	52	98,861				

2014

TITLE	GRADE	1	2	3	4	5
DEPUTY SHERIFF	50	44,141	52,969	68,794	78,245	85,184
SGT / INVESTIGATOR	51	93,383				
SR. INVESTIGATOR / FIRST SGT	52	100,838				

2015

TITLE	GRADE	1	2	3	4	5
DEPUTY SHERIFF	50	45,024	54,029	70,169	77,770	88,887
SGT / INVESTIGATOR	51	95,250				
SR. INVESTIGATOR / FIRST SGT	52	102,855				

2019

TITLE	GRADE	1	2	3	4	5
DEPUTY SHERIFF	50	48,262	55,514	72,099	79,908	89,277
SGT / INVESTIGATOR	51	97,870				
SR. INVESTIGATOR / FIRST SGT	52	105,883				

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 carriers 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 ensuing 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.

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 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

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Employer, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement.

Date _____

Employee Signature _____ Print Name _____
Date _____

Accepted for the Employer:

Agent _____ Print Name _____
Date _____

cc: President, Putnam County Sheriff's Department PBA, Inc.

APPENDIX "C"

**COUNTY AND SHERIFF OF PUTNAM
REQUEST TO RESUME HEALTH INSURANCE COVERAGE**

1. I, _____, hereby request to re-establish Employer provided health insurance which I had previously received from the Employer. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the Employer's health insurance carriers.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Employer provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement.

Date _____

Employee Signature _____ Print Name _____
Date _____

Accepted for the Employer:

Agent _____ Print Name _____
Date _____

cc: President, Putnam County Sheriff's Department PBA, Inc.

Appendix "D"

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 taking 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 construed as a waiver of any due process right(s) an officer may otherwise have under the contract or 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 or examination. The cost of tuition for the CFR course at the Putnam County Bureau of Fire and textbook costs shall

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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. All 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.

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, 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:
 1. EMS equipment and supplies are to be paid by the County;
 2. EMS equipment to be stored in vehicle;
 3. All EMS equipment and supplies are to be kept in operating 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 the correctional facility as appropriate.

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5. 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.

6. The County will follow the procedures outlined by the New York State Retirement System to effectuate the election of 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:

Plan Elected

(A) 14B - 25 Year
with additional 1/60ths

Effective Date

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.

The County will elect the following special retirement plan pursuant to Sections 89-p and 603-1 of the Retirement and Social Security Law for the purpose of providing an improved pension plan benefit plan option for correction officers.

Plan Elected

(D) 89-p and 603-1
(25 Year)

Effective Date

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) certification is noncompensable, 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 be 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 a 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 courses are offered and administered by the Putnam County Bureau of Fire. However, the County may seek reimbursement for costs from the NYS Dept. of Health or any other governmental agency or 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, nor 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 in A 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.

This Stipulation of Agreement represents the full agreement between the parties.

COUNTY OF PUTNAM

Dated: 5/15/97

S/
ROBERT BONDI, COUNTY EXECUTIVE

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PUTNAM COUNTY DEPUTY SHERIFFS'
BENEVOLENT ASSOCIATION, INC.

Dated: 5/16/97

S/
VINCENT MARTIN, PRESIDENT

APPENDIX "E"

Final - 3.7.13

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 (Sheriff's 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 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 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, L.C.S.W., C.A.S.A.C. or OASAS licensed counselor, as designated by the County's Substance Abuse Provider, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the New York State Office of Alcoholism and Substance Abuse Services, aka OASAS) 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. Dilute 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 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.

M. 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.

Articulate observations are those that are capable of being described and documented in written form; they do not include suppositions, speculation or whim.

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;
- Consume or ingest 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 in accordance with this policy and procedure;
- Refuse to submit to any test administered for the purpose of determining BAC in accordance with this policy and procedure.

B. Drug Prohibitions

Employees must not:

- Report for duty or remain on duty when the employee uses any drug which is prohibited under the terms of 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 pursuant to the procedures and guidelines of the Department of Transportation CDL drug testing, including 49 CFR Part 40.

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 M.

D. Post-Accident:

Drug and alcohol testing will be based upon reasonable suspicion. Post-accident screenings may be administered as authorized by law.

E. Return to Duty:

All employees who have been found to have engaged in prohibited conduct regarding drug use and/or alcohol misuse 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 before being permitted to return to work.

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 sixty (60) months after return to duty upon the recommendation made by the Substance Abuse Professional.

SECTION 5 -- TESTING PROTOCOL

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 the 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 and 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	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

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

Confirming 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 EDT that prints out the results, date and time, a sequential test number and the name and serial number of the EDT to ensure the reliability of the results.

SECTION 3 -- 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 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 no more than 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. However, 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.

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 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 a 0.00 concentration. Any employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four 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 shall be subject to discipline, which may include termination.

D. Any employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of 0.051.

SECTION 11 -- DRUG TEST CONSEQUENCES

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

2. 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. Failure to follow treatment recommendations will result in the employee's termination upon the successful establishment of a disciplinary charge.

3. During the period of treatment, the employee will be eligible to utilize up to twenty-eight (28) days of sick leave provided the employee is being treated as on an in-patient basis. After utilizing this sick leave, the employee may utilize his or her, personal, holiday and vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of said employee's absence. Employees who test positive will be allowed one opportunity for treatment and counseling.

4. 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 will result in the filing of a disciplinary charge and may result in termination. 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).

5. 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.

6. 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.

SECTION 12 - VOLUNTARY TREATMENT

1. Where a permanently appointed member, or the union president or his/her designee, on the members 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.

2. 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 at his sole and exclusive discretion. 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.

3. 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.

4. 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.

5. 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.

6. A member who returns to work after completion of the program and who subsequently tests positive will be immediately suspended from service and shall be subjected to disciplinary action. Upon the successful establishment of a disciplinary charge, the member shall be 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.

APPENDIX "F"

Final - 4.25.13

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 a Deputy Sheriff

"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 Deputy Sheriff 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 County. The PBA President shall be advised of the identity of the individual members of the panel as they are designated.

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 shall file a written incident report at the end of the shift of the incident giving rise to the injury or illness unless physically incapable of doing so. The Claimant shall file an application with the Sheriff and Claims Panel within seventy-two (72) hours of becoming aware of the injury or illness. If the Claimant is medically incapacitated, the

Claimant's Supervisor shall file the written incident report. Upon sufficient reason, an Application for GML §207-c benefits may be entertained in the discretion of the Claims Panel, notwithstanding the failure to notify his/her supervisor, file the necessary incident report within the required twenty-four (24) hours or application within the required seventy-two (72) hours.

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 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.

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

5. The Claims Panel may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

6. 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 and submit to examinations at such times and places designated by the Claims Panel.

7. 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 that predates the effective date of these procedures. 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 his/their discretion, direct a claimant to immediately undergo medical review of the claimed injury or illness. Said review will be at a hospital or facility as may be designated by the Claims Panel.

2. The Claims Panel shall have the authority to:

(a) hire and consult experts and specialists to assist in the rendering of the determination of eligibility;

(b) require the production of any medical document or 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 HIPPA compliant 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, 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 and/or employers third party administrator 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 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 or said retirement application. 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 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 may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that an initial determination is not made within ninety (90) days, 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 and back-pay if member had exhausted accrued time off and was off payroll as a result of the injury or illness 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 provided the Claimant remains medically unable to perform the duties of his position.

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 recipient who refuses to accept such medical treatment or examination without a reasonable justification to decline the proposed

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.

2. **Medical Reports.** 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 with the Claims Panel. The Claimant or recipient shall execute all necessary releases and HIPPA compliant forms and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Panel. The medical reports which are filed shall remain confidential and only 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 \$1,000.00 shall be paid unless they were required in an emergency, or authorized in advance by the employer's third party administrator or County designee, 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 disabled Officer specified light duties, consistent with his/her status as a Deputy Sheriff. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall provide the Claimant receiving the benefits under GML 207-c, no less than two (2) days notice 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 officer provides medical documentation to contest the light duty order, the benefits of GML §207-c will continue until a determination is made. 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.

Section 9. Changes in Condition of Recipient

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 Panel shall be selected on a rotating basis from the following panel: Thomas Rinaldo, 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 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 upon the consent of both parties from the Panel 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 for 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 by 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 New York State 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.

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 contractually entitled 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 health insurance.

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. 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

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

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? _____

Final - 4.25.13

When?

Final - 4.25.13

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