

TENTATIVE AGENDA

**SENECA COUNTY
BOARD OF SUPERVISORS
SPECIAL COMMITTEE MEETINGS**

Tuesday, February 14, 2015 at 5:30 p.m.

PERSONNEL COMMITTEE

(Lazzaro, Chairman; Trout, Vice-Chair; Davidson, Reynolds, Prouty)

- 1. ISSUE:** Seneca County Sheriff's Employee Association (SCSEA) Union Contract – seeking consideration by the Board of Supervisors to adopt the memorandum of understanding

(Scroll down to view the draft resolution)

MEMORANDUM OF AGREEMENT

By and Between

***The County of Seneca
(hereinafter referred to as "County")***

and

***The Seneca County
Sheriff's Employees' Association
(hereinafter referred to as "Union")***

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement for a term which expired on December 31, 2013; and

WHEREAS, the County and the Union have been engaged in collective bargaining which has led to a mutual understanding between the County and the Union for the terms and conditions of employment for a Successor Agreement; and

WHEREAS, the County and the Union are desirous of reducing that mutual understanding to a written document.

NOW, THEREFORE, the County and the Union agree as follows:

1. All terms and conditions of the existing Collective Bargaining Agreement not explicitly altered in that Agreement or by this Memorandum of Agreement shall continue in full force and effect.

2. This Memorandum of Agreement is subject to ratification by the membership of the Sheriff's Employees' Association and by the Board of Supervisors of Seneca County.

3. Effective January 1, 2017, amend Section 2.02 to read as follows:

"In addition to this time, the Association President or his designee shall be entitled to a minimum of six (6) days off per year, as time off from working duties to be taken and used at the discretion of the President, for the purpose of attending to Association matters, conducting Association business outside of working hours, attendance at local Association meetings and/or attendance at state and national law

enforcement conferences. Nothing shall preclude the President from taking additional days off at the discretion of the Sheriff or Director of Emergency Management or their designee."

4. Effective January 1, 2017, amend the last sentence in Section 3.01 to read as follows:

"If a position is in the non-competitive or labor class defined by the Seneca County Civil Service Rules, the incumbent must have been employed full-time for a period six (6) months before being entitled to Section 75, 76 of the Disciplinary Procedure unless the Seneca County Civil Service Rules provide for a longer probation period than six (6) months then that period will control with regard to eligibility for coverage pursuant to Section 75, 76 or any alternative Disciplinary Procedure that may apply."

5. ADD New Article 20, "Layoffs" and move current Sections 4.01 through 4.06 out of their current location and they will become 20.01 through 20.06.

6. Effective January 1, 2017, amend Section 5.01 by adding a new paragraph which shall be paragraph E and shall read as follows:

"E. If no employee accepts an overtime assignment from the voluntary list, the employee who is "up next" on the order in list will be subject to being ordered in. An employee who evades an order in shall remain at the top of the list."

7. Effective January 1, 2017, ADD the following to Section 5.05:

"Exchange of time requires the approval of the Sheriff, Director of Emergency Management or their designee. At the time an exchange is requested, the payback schedule shall also be identified and must be accomplished in the same calendar work week. A member may not work more than two (2) sixteen (16) hour days in a row as a result of an exchange of time. Payment for each shift shall be made to the employee regularly scheduled to work."

Remove Section 5.05A

8. Replace Section 5.11, Salary, with the following language:

A. Salary Schedule: Effective January 1, 2015 the salary schedule annexed as Appendix "A" will become effective. Employees shall be placed on a salary step based on their length of service. Those employees

whose salaries are above that of step 6 will be designated “off step”, and will receive a ½% increase added to their base hourly rate.

B. Effective January 1, 2016, each employee who is eligible for a salary step movement shall receive such salary step. Off step employees shall receive a ½% increase added to their base hourly rate.

C. Effective January 1, 2017, the salary schedule reflects an increase of 2%. Each employee who is eligible for a salary step movement shall receive such salary step. Off step employees shall receive a 2% increase added to their base hourly rate.

D. Effective January 1, 2018, the salary schedule reflects an increase of 1%. Each employee who is eligible for a salary step movement shall receive such salary step. Off step employees shall receive a 1% increase added to their base hourly rate.

E. Retroactive pay increases shall apply to all employees on the payroll (if applicable) January 1, 2017 and to any employee who retired on or after January 1, 2015 and before ratification of this agreement who is collecting a retirement allowance from the New York State and Local Employees' Retirement System.

F. Step Movement: - Employees shall move on the steps of their Grade based on their consecutive years of service in the job title.

If hired before July 1st, the employee shall move to the next step on the following January.

If hired on or after July 1st, the employee shall move to the next step on the second January after he/she was hired.

If an employee is promoted to a higher-grade job, he or she shall go to the corresponding step in the higher level position. Off step employees shall receive an 8% increase to their base salary.

G. Effective dates of step movements and pay raises will coincide with the beginning of the pay period in which the effective date is a scheduled work day.

9. Effective January 1, 2017, Section 5.12 shall be amended to read as follows:

5.12 Call-in Premiums. When an employee has completed his regular daily shift, is released, and then recalled to work, or the employee is called in on a regularly scheduled day off, the employee shall be guaranteed a minimum of three (3) hours premium at time plus one-half, plus all actual hours worked in excess of three (3) hours, submitted on an

Authorized for Overtime Form. Having to attend court will be exempt from this section."

10. Effective January 1, 2017, replace Sections 6.01 – 6.13 with the following language:

6.01 Vacation General Rule/Policy: All vacation time must be requested in writing and approved by the Sheriff or Director of Emergency Management or their designee. Any vacation requested must be approved/disapproved by the Sheriff or Director of Emergency Management or their designee within two (2) weeks of the submitted request. All vacation time must be requested in writing at least thirty (30) days in advance of the anticipated vacation. In cases of emergency, this minimum period may be waived by the Sheriff or Director of Emergency Management or their designee. In the event of conflict of vacation submitted, the granting of a vacation request will be made on the basis of the date of the request, and secondly, on the basis of seniority in classification. An annual vacation schedule shall be posted on the department bulletin board.

6.02 Vacation Selection. Vacations will be selected within each work unit. If an employee is on temporary assignment, he will be allowed to take his vacation that he previously selected with the unit to which he is permanently assigned. An employee who is on temporary assignment and who has not already selected his vacation shall make such selection with the unit to which he is temporarily assigned.

6.03 Unit Defined. For the purposes of this Agreement, such units are defined as follows:

- | | |
|-------------|-----------------|
| Correction | Kitchen |
| Dispatch | Office Clerical |
| Supervision | *Medical Unit |

*Medical Unit includes Sr. Mental Health Clinical Therapist, Licensed Practical Nurse, Addictions Counselor.

6.04 Vacation Periods. Vacation periods shall be from January 1st to December 31st of each year.

6.05 Commence Vacation. Employees shall have the right to commence their vacation on any day of their regularly scheduled tour of duty.

6.06 Pro-Rata Vacation Chart. An employee shall accrue during his first year of employment a pro-rata vacation benefit in accordance with the following schedule:

EMPLOYEES HIRED IN

40 HOURS PER WEEK

KC 2/3/17

January	88.00 hours
February	80.00 hours
March	71.50 hours
April	63.00 hours
May	63.00 hours
June	55.00 hours
July	46.50 hours
August	40.00 hours
September	40.00 hours
October	40.00 hours
November	40.00 hours
December	40.00 hours

Accrued Pro-Rata Vacation will be available for usage effective January 1 of the year following hire date

6.07 Six Month Vacation Time. A new employee hired between January 1st of a calendar year and May 1st of a calendar year will receive 40.0 hours of vacation after six months of employment in accordance with their normal work week. This clause does not prohibit an employee from also accruing vacation time in accordance with Article 6, Section 6.06.

6.08 Vacation Schedule. All employees who are employed by the County shall use the following vacation schedule:

<u>YEARS OF SERVICE SCHEDULE</u>	<u>DAYS OF VACATION</u> <u>40 HOURS PER WEEK</u>
1 - 5 years	88.00 hours
6 years	96.00 hours
7 years	104.00 hours
8 years	112.00 hours
9 years	128.00 hours
12 years	144.00 hours
15 years	168.00 hours

All employees covered by this Agreement shall be granted a paid vacation for each calendar year or part thereof, in the succeeding calendar year.

6.09 Vacation Blocks. All employees with 104 hours of vacation time or more are required to take 40.0 hours (5 days) in a block, one per year. The Sheriff or Director of Emergency Management or their designee may at his/her discretion suspend this requirement.

6.10 Vacation - Termination Amount. An employee who is discharged, resigns, retires or is laid off prior to taking his vacation he/she shall be compensated for all his/her accumulated vacation credits on a pro-rata basis.

Vacation: Payment Pro-Rata. An employee shall receive pro-rata vacation benefits of the rate of one twelfth (1/12) of the vacation entitlement the employee would have received if the employee had not terminated for each full month the employee had worked in that year. Example: An employee who has twenty (20) vacation days as an earned right and who terminates in June, shall receive one half (1/2) or 10 days of vacation pay.

The employee must have been employed the whole month in order to be credited with the accrued time. An employee who terminates his/her employment within their first twelve months of service, will not receive any accrued benefits under Article 6, Section 12 of this Agreement. In the event of termination by death of an employee, such payment may be paid to a person or persons legally designated by the employee as their beneficiary or estate.

6.11 Carry-over Vacation. There will be no carry-over of vacation from year to year. All unused vacation time will be forfeited. Every effort will be made by the employer to allow each employee to use all vacation time. Except in the event the employer declares an emergency that prevents the employee from using already scheduled vacation time, and if the vacation cannot be rescheduled by the employee in that year, the employee will be paid for the cancelled vacation in the first pay period of the following year. Cancellation of approved vacation time shall be in writing and a copy submitted to the Personnel Officer.

Re-number the remainder of Section 6.

11. Effective January 1, 2017, the heading in paragraph 6.16 (it will be renumbered) shall be changed to read: Notification to Employer (Sick). The heading in Paragraph 6.17 (it will be renumbered) shall be changed to read: Notification to Employer (Frequency).

12. Effective January 1, 2017, paragraph 6.14 (to be renumbered), Sick Leave Accumulation, shall be amended to read as follows:

"All employees shall accumulate one day of sick leave for every month of employment. If an employee is out of sick time and calls in sick, no Personal, Comp, or Vacation time will be allowed to be substituted. The employee will be deemed to be away without authorized leave and possible disciplinary action may be taken. In general, the discipline would be a counseling memo, letter of reprimand, suspension or termination. The use of sick time is prohibited to extend or begin vacation, plus being used to take time off between shift changes of any sort."

13. Effective January 1, 2017, Section 6.14A (to be renumbered) shall be amended by changing the last sentence in the first paragraph to read:

"Those employees covered by this Agreement will be paid a sick leave incentive of \$1,000 if eight (8) hours, or one complete shift or less of sick time is used during the established dateline and \$500 if the employee covered by the agreement uses no more than two complete shifts or sixteen (16) hours of sick time in the established dateline above."

14. Effective January 1, 2017, amend Section 6.15 (to be renumbered) by adding the following:

6.15 Sick Time: Reasons For. – Sick leave may be taken only in the event of sickness which may be defined as illness (including mental), bodily injury or quarantine. The employee may be absent for three consecutive days without providing a physician's certificate. After three (3) consecutive days of absence a physician's certificate may be required at the end of each calendar month. Any employee that has accumulated 60 days or more of sick leave will not have to present a doctor's certificate to the Sheriff or Director of Emergency Management or their designee until out of work in excess of five (5) working days. Any employee, who is hospitalized, regardless of the number of days out of work, shall present a doctor's certificate to the Sheriff or Director of Emergency Management or their designee stating the employee may return to work no restrictions.

All employees may be allowed to use accumulated sick leave for any serious illness in the immediate family. Immediate family shall be defined as Spouse, Mother, Father, Acting Guardian by Law, Sister, Brother, Son, Daughter, Foster and Step Children, Father-in-law, Mother-in-law, Stepparents and Grandparents.

15. Effective January 1, 2017, amend Section 6.25 (to be renumbered), paragraph D, to read as follows:

"D. Upon the exhaustion of sick leave credits, the individual must use any accumulated compensatory time, vacation or personal time except for one (1) week of this type of leave time which may be saved."

16. Effective January 1, 2017, amend Section 6.30 (to be renumbered), Section 1, paragraph A to read as follows:

Section 1 – Bereavement Leave

A. In the event of a death of a member in employee's family, the employee shall be excused from his/her work at his/her request

for up to a maximum of five (5) work days. Such days shall be used to attend the funeral and for any days lost between the day of death and the day after the funeral, provided that all of those days were regularly scheduled work days of the employee.

- 17. Effective January 1, 2017, amend Section 7.01, Leave of Absence-Requirements, by adding the following:

"Any member granted a leave of absence for the purpose of training for or accepting a position with Seneca County, but outside of the bargaining unit, will have his/her accrued sick leave bank restored to the level which existed at the commencement of his/her leave of absence if reinstated to a position within this bargaining unit within one (1) year."

- 18. Effective January 1, 2017, amend the title of Section 9.02 to read "Uniforms."

Section 9.02 shall be amended to read as follows:

"The Sheriff or Director of Emergency Management shall prescribe the uniforms to be worn by employees on duty. Employees shall be subject to inspection to insure compliance with standards and issuance maintenance. Uniforms and equipment provided by the Sheriff or Director of Emergency Management shall be used by employees while performing their official duties in the service of their department only. Any other use not specifically authorized by the Sheriff or Director of Emergency Management shall be subject to disciplinary action. Uniforms will be of a professional nature and the color of the uniforms shall be determined by the Sheriff or Director of Emergency Management."

NOTE: Any references to color (such as black) contained in Section 9.06A and 9.06B shall be removed.

- 19. Effective January 1, 2017, the second sentence in Section 9.05 shall be amended to read as follows:

"All employees hired after 1/1/06 will receive a \$750 clothing allowance annually. However, effective 1/1/2018, the clothing allowance shall be increased to \$850 annually."

- 20. Effective January 1, 2017, the first sentence of Section 9.07 shall be amended to read as follows:

"Whenever an employee is required to use his personal vehicle in the conduct of County business, the employee shall be reimbursed for such use at the approved Internal Revenue Service mileage rate."

21. Effective January 1, 2017, the rates set forth Section 9.11 shall be increased to \$400 for a Master's degree, \$350 for a Bachelor's degree and \$300 for an Associate's Degree.

22. Effective January 1, 2018, a NEW Section shall be added to be Section 9.12 which shall read as follows:

9.12 Field Officer Training Pay. Members assigned to field-train employees will be paid for each day in which the training is done for at least one-half of the shift. A member who has FTO or CTO certification shall be paid \$20 per day of training, and one who does not have the certification shall be paid \$15 per day of training."

23. Effective January 1, 2017, Section 10.01 shall be amended by changing the first sentence to read as follows:

"The following procedure shall be utilized for disciplinary and discharge matters for all competitive, labor and non-competitive class employees who have completed their probationary employment with the County."

24. Effective January 1, 2017, the last section of Section 10.03 shall be amended to read as follows:

"The parties recognize that the statute of limitations for bringing disciplinary charges contained in Section 75 of the Civil Service Law is eighteen (18) months. The Employer agrees that in the event it determines the disciplinary charges should be pursued, those charges will be served within thirty (30) calendar days after the employee has been notified by the Sheriff or Director of Emergency Management or their designee that disciplinary charges are forthcoming. Failure to file disciplinary charges within thirty (30) calendar days after such notification shall constitute a waiver of the Employer's ability to bring such charges."

25. Effective January 1, 2017, Article 8, Monetary Benefits: Insurance - the second full paragraph will be modified to read as follows:

"If an employee leaves the County service prior to paying his or her share of the MVP insurance premium for the month in which separation occurs,..."

Section 8.02, Retirement, shall be amended to read as follows:

"All employees shall be eligible for membership in the New York State and Local Employees' Retirement System as provided for in the Retirement and Social Security Law. To the extent applicable, the County shall provide the Sick Leave Rider known as Section 41J."

26. Effective January 1, 2017, DELETE Section 10.15 and renumber thereafter.

NOTE: Section 10.08 covers the same circumstances.

27. Effective January 1, 2017, amend Section 13.06 by adding the following:

"A notice of the demand for arbitration and supporting documentation shall be sent to the Sheriff or Director of Emergency Management, the Personnel Officer or, if there is an attorney formally representing the County at this stage of the proceeding, notice shall be sent to the attorney."

NOTE: DELETE Section 13.12 and renumber Section 13.12a as 13.12.

28. Effective January 1, 2017, paragraph 13.12a will become paragraph 10.21.

