

**ARTICLE 1
PREAMBLE**

1.1 This agreement entered into by Monroe County and the Monroe County Sheriff (hereinafter referred to as the Employer) and the Monroe County Sheriff Police Benevolent Association, Inc. (hereinafter referred to as the Union) declares it to be their mutual policy that in order to promote harmonious labor relations between the Employer and the Union representing certain of its employees for the establishment of an equitable and orderly procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other terms and conditions of employment, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act. Both parties to this agreement affirm that if public employment is to be regarded as a lifelong career, the terms, conditions of employment, and working conditions shall be of the highest to attract and maintain employment with the Monroe County Sheriff's Office the highest caliber and best personnel available. It is further affirmed that all employees covered by this agreement shall at all times endeavor to be courteous and efficient representatives of the Sheriff's Office and Monroe County, realizing that they are under the constant scrutiny of the public at large and they are performing an essential service private enterprise cannot undertake.

1.2 It is also declared that there will be full cooperation between the Employer and the Union for purposes of implementing the Monroe County Affirmative Action Policy, with the understanding that in the event of a conflict between such policy and the express provisions of this agreement, the contractual provisions shall prevail.

1.3 In the event a problem arises with respect to any Affirmative Action Program, the Employer and the Union will consult with each other in a sincere effort to resolve such problem.

1.4 The Employer understands that the provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political registration.

1.5 Employees covered by this agreement shall have every right to take active part in the affairs of any lawful political party or movement except that employees shall be required to adhere to the policy memorandum issued by the Sheriff on January 7, 1974, and to the rules and regulations of the department in effect as of the effective date of this agreement.

1.6 Articles 8 and 22 of the collective bargaining agreement have been modified in accordance with Interest Arbitration Opinion and Award, PEBB Case Number IA2004-018.

**ARTICLE 2
RECOGNITION**

2.1.1 Pursuant to the voluntary recognition by the Monroe County Legislature on October 13, 1998 and the Monroe County Executive, John Doyle, on October 23, 1998 (Case No. 4772, File No. 98-159) the employer hereby recognizes the Monroe County Sheriff Police Benevolent Association, Inc. as the sole and exclusive representative for all employees in the collective bargaining unit as set forth below, and in any other classification which may be mutually agreed upon by the parties in writing, or set forth in a determination made by the New York State Public Employment Relations Board, and excluding all seasonal and part-time employees and all other employees.

2.1.2 A part-time employee shall be defined as one who is regularly scheduled to work twenty-five (25) hours or less per week.

2.1.3 A seasonal employee is defined as one who is employed for a specific portion of a year only. The Sheriff agrees that a seasonal employee will not be used to displace a full-time Deputy except under extraordinary circumstances.

2.2 Collective Bargaining Unit

2.2.1 The following shall comprise the collective bargaining unit:

Grade	Title
70	Deputy Sheriff Patrol
72	Deputy Sheriff Sergeant Patrol
72	Deputy Sheriff Investigator
73	Deputy Sheriff Sergeant Investigator

2.2.2 All members of the bargaining unit shall be deputized.

2.3.1 It is the intention of the parties that the basic structure of each job title and classification will be adhered to by the Department; however, while it is understood that the maintenance of job classifications and specifications for such jobs is the function and responsibility of the Employer, under no circumstances may any new job classification be added to the list of job titles within the bargaining unit, or changes be made in the specifications for any position, until such changes have been discussed with the Union, including consideration of any proposed new salary or wage structure. Upon consultation with the Union, the Employer may then designate the new job classification and rate structure or new or changed specifications for the positions; however, should the Union not agree that the salary or wage rates for the position are proper, it shall have the right to process the matter as a grievance under the grievance procedure of the contract.

2.3.2 Upon ratification of the agreement, Patrol Sergeants may perform the duties of Investigator Sergeants. The position of Investigator Sergeant shall be abolished by attrition.

**ARTICLE 3
MANAGEMENT RIGHTS**

3.1.1 The Sheriff retains the right to manage its services and direct the working force, to decide the number and location of its service operations, the service operations to be conducted and rendered, and the methods, processes and means used in operating its services and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its services, to maintain order and efficiency in all its operations, including the right to discipline, suspend and discharge employees for just cause, to hire, layoff, assign, transfer, promote, and determine the qualifications of employees, to determine the work schedule of the various bureaus, and to determine the starting and quitting time, and the number of hours to be worked, subject only to and in accordance with such provisions governing these rights as are expressly set forth in this agreement or as provided by law.

3.1.2 The foregoing rights of the employer are not all inclusive, but indicated the type of matter or rights which are inherent to the employer. All rights, powers and authority the employer had prior to entering into this agreement are retained by the employer, except as expressly abridged, delegated, granted, or modified by this agreement.

3.1.3 Unless specifically limited by provisions of this agreement, the Sheriff retains all of his statutory and common law prerogatives in respect to the exercise of his authority.

3.1.4 Violation of Probation Warrant Program

The parties agree that a program for the service of violation of probation warrants by Monroe County Probation officers may be initiated by the County of Monroe to supplement the work of the Monroe County Sheriff's Office Warrant Squad. The program shall be subject to the following limitations:

a. The probation officers assigned to the program shall, in supplementing the work of the Sheriff's Office Warrant Squad, serve V.O.P. Warrants.

**MONROE COUNTY POLICE BENEVOLENT ASSOCIATION
2008 SALARY SCHEDULE - 15 OR MORE YEARS SERVICE PLUS 6%**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E
70	ANNUALIZED	41,043.38	47,303.21	52,994.88	55,864.86	58,734.78	61,672.03
	PAYROLL YEAR	40,886.04	47,121.88	52,791.96	55,650.92	58,509.62	61,435.66
	75 HOUR	20,967.2	24,165.1	27,072.8	28,538.9	30,004.9	31,505.5
	BI-WEEKLY	1,572.54	1,812.38	2,030.46	2,140.42	2,250.37	2,362.91
71	ANNUALIZED	43,934.42	50,710.60	56,962.63	59,832.55	62,871.88	65,741.78
	PAYROLL YEAR	43,766.06	50,516.18	56,744.48	59,603.18	62,630.88	65,489.84
	75 HOUR	22,444.1	25,905.7	29,099.7	30,565.7	32,118.4	33,584.5
	BI-WEEKLY	1,683.31	1,942.93	2,182.48	2,292.43	2,408.88	2,518.84
72	ANNUALIZED	47,029.93	54,365.38	61,225.19	64,082.55	67,300.63	71,206.23
	PAYROLL YEAR	46,849.66	54,156.96	60,990.54	63,837.02	67,042.82	70,933.46
	75 HOUR	24,025.5	27,772.8	31,277.2	32,736.9	34,380.9	36,376.1
	BI-WEEKLY	1,801.91	2,082.96	2,345.79	2,455.27	2,578.57	2,728.21
73	ANNUALIZED	50,557.22	58,442.77	65,817.10	68,888.73	72,348.19	76,547.25
	PAYROLL YEAR	50,363.56	58,218.94	65,564.98	68,624.66	72,070.96	76,253.84
	75 HOUR	25,827.5	29,855.9	33,623.1	35,192.1	36,959.5	39,104.5
	BI-WEEKLY	1,937.06	2,239.19	2,521.73	2,639.41	2,771.96	2,932.84

**MONROE COUNTY POLICE BENEVOLENT ASSOCIATION
2008 SALARY SCHEDULE - 20 OR MORE YEARS SERVICE PLUS 6.5%**

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E
70	ANNUALIZED	41,236.98	47,526.34	53,244.86	56,128.38	59,011.83	61,962.94
	PAYROLL YEAR	41,078.96	47,344.18	53,040.78	55,913.26	58,785.74	61,725.56
	75 HOUR	21,066.1	24,279.1	27,200.4	28,673.5	30,146.5	31,654.1
	BI-WEEKLY	1,579.96	1,820.93	2,040.03	2,150.51	2,260.99	2,374.06
71	ANNUALIZED	44,141.66	50,949.80	57,231.32	60,114.78	63,168.44	66,051.89
	PAYROLL YEAR	43,972.50	50,754.60	57,012.02	59,884.50	62,926.50	65,798.72
	75 HOUR	22,550.0	26,028.0	29,236.9	30,710.0	32,270.0	33,742.9
	BI-WEEKLY	1,691.25	1,952.10	2,192.77	2,303.25	2,420.25	2,530.72
72	ANNUALIZED	47,251.77	54,621.82	61,513.98	64,384.83	67,618.09	71,542.11
	PAYROLL YEAR	47,070.66	54,412.54	61,278.36	64,138.10	67,358.98	71,268.08
	75 HOUR	24,138.8	27,903.9	31,424.8	32,891.3	34,543.1	36,547.7
	BI-WEEKLY	1,810.41	2,092.79	2,356.86	2,466.85	2,590.73	2,741.08
73	ANNUALIZED	50,795.70	58,718.44	66,127.55	69,213.68	72,689.46	76,908.33
	PAYROLL YEAR	50,601.20	58,493.50	65,874.12	68,948.62	72,411.04	76,613.68
	75 HOUR	25,949.3	29,996.7	33,781.6	35,358.3	37,133.9	39,289.1
	BI-WEEKLY	1,946.20	2,249.75	2,533.62	2,651.87	2,785.04	2,946.68

**MONROE COUNTY POLICE BENEVOLENT ASSOCIATION
2008 EDUCATIONAL INCENTIVE PAY-BASELINE
ADDITIONAL 2% ON BASE PAY FOR ASSOCIATES/BACHELORS DEGREE**

INCREMENT FACTOR 2.00%

GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	
70	ANNUALIZED	39,494.57	45,518.18	50,995.07	53,756.75	56,518.37	59,344.78
	PAYROLL YEAR	39,343.20	45,343.74	50,799.58	53,550.90	56,301.70	59,117.50
	75 HOUR	20.1760	23.2532	26.0511	27.4620	28.8727	30.3167
	BI-WEEKLY	1,513.20	1,743.99	1,953.83	2,059.65	2,165.45	2,273.75
71	ANNUALIZED	42,276.52	48,796.99	54,813.10	57,574.72	60,499.35	63,260.96
	PAYROLL YEAR	42,114.54	48,610.12	54,603.12	57,354.18	60,267.48	63,018.54
	75 HOUR	21.5972	24.9283	28.0016	29.4124	30.9064	32.3172
	BI-WEEKLY	1,619.79	1,869.62	2,100.12	2,205.93	2,317.98	2,423.79
72	ANNUALIZED	45,255.22	52,313.85	58,914.80	61,664.34	64,760.98	68,519.20
	PAYROLL YEAR	45,081.92	52,113.36	58,689.02	61,428.12	64,512.76	68,256.76
	75 HOUR	23.1189	26.7248	30.0969	31.5016	33.0835	35.0035
	BI-WEEKLY	1,733.92	2,004.36	2,257.27	2,362.62	2,481.26	2,625.26
73	ANNUALIZED	48,649.40	56,237.38	63,333.43	66,289.16	69,618.07	73,658.68
	PAYROLL YEAR	48,462.96	56,021.94	63,090.82	66,035.06	69,351.36	73,376.42
	75 HOUR	24.8528	28.7292	32.3543	33.8641	35.5648	37.6289
	BI-WEEKLY	1,863.96	2,154.69	2,426.57	2,539.81	2,667.36	2,822.17

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**MONROE COUNTY POLICE BENEVOLENT ASSOCIATION
2008 2% EDUCATIONAL INCENTIVE PAY
5 OR MORE YEARS SERVICE**

GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	
70	ANNUALIZED	41,469.30	47,794.09	53,544.83	56,444.60	59,344.29	62,312.02
	PAYROLL YEAR	41,310.36	47,610.94	53,339.78	56,228.38	59,116.98	62,073.18
	75 HOUR	21.1848	24.4159	27.3537	28.8351	30.3164	31.8324
	BI-WEEKLY	1,588.86	1,831.19	2,051.53	2,162.63	2,273.73	2,387.43
71	ANNUALIZED	44,390.35	51,236.84	57,553.76	60,453.45	63,524.31	66,424.01
	PAYROLL YEAR	44,220.28	51,040.60	57,333.12	60,221.72	63,280.88	66,169.48
	75 HOUR	22.6771	26.1747	29.4016	30.8829	32.4517	33.9331
	BI-WEEKLY	1,700.78	1,963.10	2,205.12	2,316.22	2,433.88	2,544.98
72	ANNUALIZED	47,517.98	54,929.54	61,860.54	64,747.56	67,999.03	71,945.16
	PAYROLL YEAR	47,335.86	54,719.08	61,623.64	64,499.50	67,738.58	71,669.52
	75 HOUR	24.2748	28.0611	31.6019	33.0767	34.7377	36.7536
	BI-WEEKLY	1,820.61	2,104.58	2,370.14	2,480.75	2,605.33	2,756.52
73	ANNUALIZED	51,081.87	59,049.25	66,500.10	69,603.62	73,098.97	77,341.61
	PAYROLL YEAR	50,886.16	58,822.92	66,245.40	69,337.06	72,818.98	77,045.28
	75 HOUR	26.0955	30.1656	33.9720	35.5575	37.3431	39.5104
	BI-WEEKLY	1,957.16	2,262.42	2,547.90	2,666.81	2,800.73	2,963.28

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**MONROE COUNTY POLICE BENEVOLENT ASSOCIATION
2008 2% EDUCATIONAL INCENTIVE PAY
10 OR MORE YEARS SERVICE**

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GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	
70	ANNUALIZED	41,666.78	48,021.68	53,799.80	56,713.38	59,626.88	62,608.74
	PAYROLL YEAR	41,507.18	47,837.66	53,593.80	56,496.18	59,398.30	62,368.80
	75 HOUR	21,285.7	24,532.1	27,484.0	28,972.4	30,460.7	31,984.0
	BI-WEEKLY	1,596.43	1,839.91	2,061.30	2,172.93	2,284.55	2,398.80
71	ANNUALIZED	44,601.73	51,480.83	57,827.82	60,741.33	63,826.82	66,740.31
	PAYROLL YEAR	44,430.88	51,283.70	57,606.38	60,508.50	63,582.22	66,484.60
	75 HOUR	22,785.1	26,299.3	29,541.7	31,030.0	32,606.3	34,094.7
	BI-WEEKLY	1,708.88	1,972.45	2,215.63	2,327.25	2,445.47	2,557.10
72	ANNUALIZED	47,744.25	55,191.11	62,155.12	65,055.89	68,322.83	72,287.76
	PAYROLL YEAR	47,561.28	54,979.60	61,916.92	64,806.56	68,060.98	72,010.90
	75 HOUR	24,390.4	28,194.7	31,752.3	33,234.1	34,903.1	36,928.7
	BI-WEEKLY	1,829.28	2,114.60	2,381.42	2,492.56	2,617.73	2,769.65
73	ANNUALIZED	51,325.11	59,330.44	66,816.77	69,935.07	73,447.07	77,709.90
	PAYROLL YEAR	51,128.48	59,103.20	66,560.78	69,667.00	73,165.56	77,412.14
	75 HOUR	26,219.7	30,309.3	34,133.7	35,726.7	37,520.8	39,698.5
	BI-WEEKLY	1,966.48	2,273.20	2,560.03	2,679.50	2,814.06	2,977.39

**MONROE COUNTY POLICE BENEVOLENT ASSOCIATION
2008 2% EDUCATIONAL INCENTIVE PAY
15 OR MORE YEARS SERVICE**

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GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	
70	ANNUALIZED	41,864.25	48,249.27	54,054.78	56,982.16	59,909.48	62,905.47
	PAYROLL YEAR	41,703.74	48,064.38	53,847.56	56,763.72	59,679.88	62,664.42
	75 HOUR	21,386.5	24,648.4	27,614.1	29,109.6	30,605.1	32,135.6
	BI-WEEKLY	1,603.99	1,848.63	2,071.06	2,183.22	2,295.38	2,410.17
71	ANNUALIZED	44,813.11	51,724.81	58,101.88	61,029.20	64,129.32	67,056.62
	PAYROLL YEAR	44,641.48	51,526.54	57,879.38	60,795.28	63,883.56	66,799.72
	75 HOUR	22,893.1	26,423.9	29,681.7	31,177.1	32,760.8	34,256.3
	BI-WEEKLY	1,716.98	1,981.79	2,226.13	2,338.28	2,457.06	2,569.22
72	ANNUALIZED	47,970.53	55,452.69	62,449.69	65,364.20	68,646.64	72,630.35
	PAYROLL YEAR	47,786.70	55,240.12	62,210.46	65,113.88	68,383.64	72,352.02
	75 HOUR	24,506.0	28,328.3	31,902.8	33,391.7	35,068.5	37,103.6
	BI-WEEKLY	1,837.95	2,124.62	2,392.71	2,504.38	2,630.14	2,782.77
73	ANNUALIZED	51,568.36	59,611.63	67,133.44	70,266.50	73,795.15	78,078.20
	PAYROLL YEAR	51,370.80	59,383.22	66,876.16	69,997.20	73,512.40	77,779.00
	75 HOUR	26,344.0	30,452.9	34,295.5	35,896.0	37,698.7	39,886.7
	BI-WEEKLY	1,975.80	2,283.97	2,572.16	2,692.20	2,827.40	2,991.50

**MONROE COUNTY POLICE BENEVOLENT ASSOCIATION
2008 2% EDUCATIONAL INCENTIVE PAY
20 OR MORE YEARS SERVICE**

GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	
70	ANNUALIZED	42,061.72	48,476.87	54,309.76	57,250.95	60,192.07	63,202.20
	PAYROLL YEAR	41,900.56	48,291.10	54,101.58	57,031.52	59,961.46	62,960.04
	75 HOUR BI-WEEKLY	21.4875 1,611.56	24.7647 1,857.35	27.7444 2,080.83	29.2469 2,193.52	30.7495 2,306.21	32.2872 2,421.54
71	ANNUALIZED	45,024.49	51,968.80	58,375.95	61,317.08	64,431.81	67,372.93
	PAYROLL YEAR	44,852.08	51,769.64	58,152.38	61,082.06	64,184.90	67,114.84
	75 HOUR BI-WEEKLY	23.0011 1,725.08	26.5485 1,991.14	29.8217 2,236.63	31.3241 2,349.31	32.9153 2,468.65	34.4179 2,581.34
72	ANNUALIZED	48,196.81	55,714.26	62,744.26	65,672.53	68,970.45	72,972.95
	PAYROLL YEAR	48,012.12	55,500.90	62,503.74	65,420.94	68,706.30	72,693.40
	75 HOUR BI-WEEKLY	24.6216 1,846.62	28.4620 2,134.65	32.0532 2,403.99	33.5492 2,516.19	35.2340 2,642.55	37.2787 2,795.90
73	ANNUALIZED	51,811.61	59,892.81	67,450.10	70,597.95	74,143.25	78,446.50
	PAYROLL YEAR	51,613.12	59,663.24	67,191.80	70,327.40	73,859.24	78,145.86
	75 HOUR BI-WEEKLY	26.4683 1,985.12	30.5965 2,294.74	34.4573 2,584.30	36.0653 2,704.90	37.8765 2,840.74	40.0748 3,005.61