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Union: **Herkimer County Deputy Sheriffs Association**

Local:

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RECEIVED
NYS PUBLIC EMPLOYMENT
BUREAU
JUL 1 2002
REPRESENTATION

AGREEMENT BETWEEN

THE HERKIMER COUNTY LEGISLATURE

AND

THE HERKIMER COUNTY DEPUTY SHERIFF'S ASSOCIATION

JANUARY 1, 2000 - DECEMBER 31, 2004

ARTICLE I

PREAMBLE

The County of Herkimer, hereinafter referred to as the "County" and the Herkimer County Deputy Sheriffs' Association, hereinafter referred to as the "Association" declare it to be their mutual policy that in order to promote harmonious labor relations between the County and the Sheriff and employees who are represented by the Association the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act, and that no article or section of this contract is to be construed in violation of the New York State Civil Service Law.

ARTICLE II

RECOGNITION

Section 1. The County, acting through its County Legislature, does hereby recognize as the negotiating agency the Herkimer County Deputy Sheriffs' Association for all those employees of the County of Herkimer designated as "Included" in Exhibit A attached hereto. Full-time Deputy Sheriffs and Correction Officers in said Exhibit shall mean those persons who are appointed by the Sheriff to said positions pursuant to the Laws of the State of New York. Full-time Deputy Sheriffs, Correction Officers, Investigators and the Chief Civil Officer may be assigned by the Sheriff to duty as Sergeant for such periods of time as the Sheriff may determine. Part-time Deputy Sheriffs and Correction Officers in said Exhibit shall mean those persons who are appointed by the Sheriff as provided pursuant to the laws of the State of New York. Part-time Deputy Sheriffs and

Correction Officer shall receive such benefits as are provided by law or specified in this contract.

The contract shall refer to any and all Deputies and Correction Officers in the general terms of "Sworn Personnel" where appropriate.

Section 2. The Association affirms that it does not assert the right to strike or impose an obligation upon its membership to conduct, assist or participate in such strike.

ARTICLE III

Management Rights

Section 1. It is agreed that the Sheriff retains the right to hire, promote, transfer, discipline, establish work and vacations schedules and terminate full and part-time Sheriff Department employees, subject to the law and terms of this contract; to maintain the efficiency of operations entrusted to the Sheriff's Department to be conducted; and to take whatever action is deemed necessary to carry out the mission of the Sheriff's Department.

Section 2. The County and Sheriff hereby agree that during the life of this agreement no Sworn Personnel will be terminated for other than disciplinary reasons and/or job performance both while on and off duty. The Sheriff shall retain the full right and authority to eliminate positions and/or sworn personnel for economic and budgetary reasons.

ARTICLE IV

Compensation - Full-time Employees

Section 1. The annual base salary for Sworn Personnel for 2000 shall be \$21,711.00.

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Section 2. The annual base salary for Sworn Personnel for 2001 shall be \$22,363.00.

Section 3. The annual base salary for Sworn Personnel for 2002 shall be \$22,810.00.

Section 4. The annual base salary for Sworn Personnel for 2003 shall be \$23,266.00.

Section 4 (a). The annual base salary for Sworn Personnel for 2004 shall be \$23,731.00.

Note: The following sections of additional compensation are not to be considered as part of base salary.

Section 5. Sworn Personnel who have completed one year of service and have successfully completed training courses mandated by the Sheriff will receive Step #1. (\$1,000.00)

Section 6. Sworn Personnel who have completed two years of service and have successfully completed training courses mandated by the Sheriff will receive Step #2. (\$1,000.00)

Section 7. Any Sworn Personnel who has completed three years of service and who has successfully completed training courses mandated by the Sheriff shall receive an additional Step #3 of \$750.00 Effective January 1, 2002, this amount shall be increased to \$1,000.00.

Section 8. Any Sworn Personnel who has completed four years of service and who has successfully completed training courses mandated by the Sheriff will receive an additional Step #4 of \$750.00. Effective January 1, 2003 this amount shall be increased to \$1,000.00.

Section 9. Sworn Personnel assigned to duty as a Sergeant, Investigator, or Chief Civil Officer will receive additional annual compensation equal to 12% of the base salary for sworn personnel. Any member who is directed to temporarily assume the duties of a higher paying classification shall be compensated at the rate provided for the higher classification for each hour or portion thereof that the member assumes such duties.

Section 10. A Deputy Sheriff who is certified by the Bureau of Municipal Police will receive additional compensation of \$.24 per hour. (\$500.00 per year)

Section 11. Sworn Personnel who has or receives an A.A.S. degree in a job related field will receive additional annual compensation of \$200.00.

Section 12. Sworn Personnel who has or receives a B.S. or B.A. degree in a job-related field will receive additional annual compensation of \$400.00

Note: The Sheriff will determine if a degree is job related. At no time will additional compensation received for a job-related degree exceed \$400.00

Section 13. The annual base salary for the Cook for 2000 shall be \$21,969.00.

Section 14. The annual base salary for the Cook for 2001 shall be \$22,628.00.

Note: Any Sworn Personnel who does not successfully pass the training courses mandated by the Sheriff, after two attempts, may be terminated.

Section 15. The annual base salary for the Cooks for 2002 shall be \$23,330.00.

Section 16. The annual base salary for the Cooks for 2003 shall be \$24,047.00.

Section 16(a). The annual base salary for the Cooks for 2004 shall be \$24,528.00.

Section 17. The longevity schedule for full-time continuous service shall be for full-time Sworn Personnel and the full-time Cooks, in accordance with the following schedule. Effective January 1, 2004, the longevity paid upon completion of ten years shall increase to \$600.00.

Longevity

UPON COMPLETION OF 5 YEARS	-	\$650.00
UPON COMPLETION OF 10 YEARS	-	\$350.00
UPON COMPLETION OF 15 YEARS	-	\$500.00
UPON COMPLETION OF 20 YEARS	-	\$500.00

ARTICLE V

Compensation - Part-Time Employees

Section 1. Part-time Correction Officers shall receive an hourly rate equal to that of a full-time Correction Officer's base hourly rate. Part-time Deputy Sheriffs shall receive an hour rate equal to that of a full-time Deputy Sheriff's base hourly rate. Part-time sworn personnel assigned to drug investigation shall receive an hourly rate equal to that of a full-time Investigator's hourly rate.

Section 2. Part-time Cooks shall receive an hourly rate equal to that of a full-time Cook's base hourly rate.

ARTICLE VI

Additional Compensation

Section 1. Both full-time and part-time employees will receive, in addition to the base salary, a differential of three percent (3%) of the base hourly rate, per hour, for each hour worked between 4:00pm and 12 midnight.

Section 2. Both full-time and part-time employees will receive, in addition to the base salary, a differential of four and one-half percent (4.5%) of the base hourly rate, per hour, for each hour worked between 12 midnight and 8:00a.m.

Section 3. Reporting Time - It is the determination of the County and the Association that reporting for work within the facility and security posts will be greatly facilitated if each Sworn Personnel reporting for work reports in uniform ready for work ten minutes earlier than the scheduled time for work, with said ten minute period to be used for receiving shift work assignments, reviewing records and determining from Sworn Personnel going off duty status and/or count of prisoners and travelling to post. It is therefore agreed that each Sworn Personnel reporting for duty at the beginning of a shift is required to report ten minutes before the scheduled time for work, that said ten minute reporting period will be compensated at the rate of time and one half for each said ten minute period, to be paid with the Sworn Personnel's regular pay.

Section 4. Employees shall have the option of participating in a voluntary fitness/bonus program in accordance with the standards included in Appendix 'A' of this Agreement. The Appendix shall be considered a part of the Agreement.

ARTICLE VII

Sick Leave

Section 1. Full-time Sworn Personnel and full-time Cooks shall accrue sick leave with pay of one working day a month or twelve working days a year. A maximum sick leave that may be accumulated shall be one hundred and seventy five days. Sick leave shall be taken in increments of full hours.

Section 2. Upon retirement the employee shall be entitled to have all unused sick leave credited to their service time up to the maximum allowed by the State Retirement System.

Section 3. An employee who is sick or disabled, not as a result of his/her employment, or an employee who is required to care for a sick or disabled member of his/her immediate family, shall be granted sick leave with pay to the extent of his/her sick leave accumulation.

Section 4. A physician's certificate may be required from employees if out of work due to any illness, disability or injury for a period of four consecutive sick days. A certificate may also be required in cases of sick or disabled member of the immediate family if the employee is absent for four consecutive work days. When the illness, disability or injury is one of long duration a physician's certificate will be furnished for every thirty days of continuous absence.

Section 5. In the event of resignation or discharge of an employee, their accumulated and unused sick leave shall be cancelled and not paid. Upon the death of any employee, a lump sum payment of all accumulated and unused vacation leave and holiday pay will be made to the employee's spouse or estate.

Section 6. An employee covered by this agreement who is injured in the performance of his or her duties or who is taken sick as a result of the performance of his or her duties so as to necessitate medical or other lawful remedial treatment will be entitled to receive benefits as provided in General Municipal Law Section 207-C and the decisions made thereunder, and Worker's Compensation Law Section 30 shall apply thereto.

Section 7. There shall be established a voluntary sick leave bank for all bargaining unit members and jointly administered by the County and the Association. Employees may become members of the bank by donating two of their own accumulated sick leave days to the bank upon their initial enrollment and one day each year thereafter. Such donation shall be made in January of each year.

1. There will be a committee consisting of two from the County who will be appointed by the Chairman of the Legislature or his designee; and two from the Association who will be appointed by the President of the Association or his/her designee.

2. Where a member has been re-credited with sick leave time from the sick leave bank pursuant to a Worker's Compensation decision, the same shall be re-credited to the bank and not to the individual employee.

Section 8. The provisions of the Family and Medical Leave Act shall be granted to any union member who meets the requirements as established by said Act.

ARTICLE VIII

Work Day/Work Week/Overtime/Holidays

Section 1. The Sheriff or designee shall be responsible for scheduling full-time sworn personnel and may not implement a rotating schedule for Correction Officers without their consent. Supervisory personnel and other sworn personnel may work a rotating schedule. If a rotating schedule is adopted it shall be posted at least fifteen days prior to the first day of the schedule. The Sheriff will be permitted to employ a flexible work schedule for any employees provided the affected employees give consent thereto.

Section 2. The Sheriff or designee will schedule part time employees based upon that individual's indicated availability, the department's need, and the Sheriff's discretion.

Section 3. All employees covered by this contract shall be paid overtime at the rate of one and one half times the individual's hourly rate for all time in excess of forty hours per week or eight hours per day including reporting times as defined in Article VI, Section 3.

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Section 4. All full time employees covered by this contract shall be entitled to thirteen (13) holidays off each year. These may be in lieu of the actual holiday and may be assigned by the Sheriff or designee "and any other day declared a legal holiday by the Chairman of the Herkimer County Legislature".

The thirteen holidays and observance of are:

- | | | |
|-----|------------------------|--------------------------------------|
| 1. | New Years Day | JANUARY 1, EACH YEAR |
| 2. | Martin Luther King Day | 3rd MONDAY IN JANUARY |
| 3. | Lincoln's Birthday | FEBRUARY 12, EACH YEAR |
| 4. | Washington's Birthday | 3rd MONDAY IN FEBRUARY |
| 5. | Good Friday | FRIDAY BEFORE EASTER |
| 6. | Memorial Day | LAST MONDAY IN MAY |
| 7. | Independence Day | JULY 4, EACH YEAR |
| 8. | Labor Day | 1st MONDAY IN SEPTEMBER |
| 9. | Columbus Day | 2nd MONDAY IN OCTOBER |
| 10. | Veteran's Day | NOVEMBER 11, EACH YEAR |
| 11. | General Election Day | TUESDAY IN NOVEMBER SO
DESIGNATED |
| 12. | Thanksgiving Day | 4th THURSDAY IN NOVEMBER |
| 13. | Christmas Day | DECEMBER 25, EACH YEAR |

a. Any employee scheduled to work on any of the above listed holidays shall be paid at the rate of one and one half times the individual's hourly rate for that shift.

b. Any full-time employee not scheduled to work on the regular schedule, who has to be called in to work, or who is asked to work, or any employee required to work beyond their regular shift on any of the above listed holidays, shall be entitled to double time for those hours worked, at the individual's hourly rate.

Section 5. The Association president or his/her designee shall be permitted up to nine days, with full pay, for conducting business of the Association.

ARTICLE IX

Vacations

Section 1. The vacation schedule for all full-time Sworn Personnel and full-time Cooks shall be as follows:

a. A full-time Sworn Personnel and full-time Cooks who have been in the service of the County for at least one year shall be entitled to ten days vacation with pay at the regular rate. After the first six months, if an employee chooses, he/she may borrow five days of the ten days vacation for which they will be eligible after completing one year of service.

b. All full-time Sworn Personnel and full time Cooks who have been in the service of the County for at least two, three and four years shall be entitled to ten (10) days vacation with pay at the regular rate.

c. All full-time Sworn Personnel and full time Cooks who have been in the service of the County for at least five years shall be entitled to fifteen (15) days vacation with pay at the regular rate.

d. All full-time Sworn Personnel and full time Cooks who have been in the service of the County for at least ten years shall be entitled to twenty (20) days vacation with pay at the regular rate.

e. All full-time Sworn Personnel and full time Cooks who have been in the service of the County for at least twenty years shall be entitled to twenty five (25) days vacation with pay at the regular rate.

f. All full-time Sworn Personnel and full-time Cooks will be allowed to carry over from one vacation period to the next, five (5) vacation days which may be used along with the vacation they will be receiving for that year.

ARTICLE X

Clothing Allowance and Cleaning

Section 1. Uniforms shall be worn by all Sworn Personnel (except for plain clothes Sworn Personnel) during the performance of their duties as provided for by the Rules and Regulations of the Department. All county issued uniforms will be returned to the Department upon termination of service.

Section 2. The County shall be responsible for issuing and replacing uniforms for both full-time and part-time employees. Leather and shoes will be issued to all full-time employees. Part-time employees will be entitled to leather and shoes after one year of service. Replacement of uniforms and leather goods will be on an as-needed basis as determined by the Sheriff or his designee.

Section 3. The County shall pay the entire cost for items which require dry cleaning. Class A and B uniforms (wash and wear) will be cleaned by the Sworn Personnel.

Section 4. Plain clothes Sworn Personnel and Cooks who work 1,040 or more hours, in a calendar year, shall receive \$350.00 per year for clothing.

ARTICLE XI

Officer Training Reimbursement to County

Section 1. Sworn Personnel that attend basic police officers training as Herkimer County employees shall reimburse the County for all expenses, replacement wages, etc., for up to three years on a pro rata basis if they leave County employment within a three-year period after being appointed as a Deputy Sheriff.

ARTICLE XII

False Arrest and False Imprisonment Insurance
(All Sheriff Dept. Employees)

Section 1. The County shall pay, not reimburse, the total cost of false arrest and false imprisonment insurance for all employees of the Sheriff's Department.

ARTICLE XIII

Retirement Benefits

Section 1. Retirement benefits will be provided under Section 75-g, Option 41-j of the New York State Retirement System as per the following schedule.

If last joined the system before July 1, 1973 - Tier 1

If joined between July 1, 1973 and July 1, 1976 - Tier 2

If joined on or after July 1, 1976 - Tier 3 member if you joined the ERS and Tier 2 if you joined PFRS.

If joined on or after September 1, 1983, Tier 4 member if you joined ERS.

Section 2. Retirement benefits will be granted under Section 89-p of the New York State Retirement and Social Security Law for any union member who meets the eligibility requirements as established by said law effective January 1, 1998.

ARTICLE XIV

Job Openings

Section 1. A notice of job openings for full-time Sworn Personnel or full-time Cooks shall be posted in the Correctional Facility Booking area and Civil Desk in the front office at least five days before appointments is made to that position.

ARTICLE XV

Mileage

Section 1. Employees shall receive payment in accord with the I.R.S. rate for miles actually and necessarily traveled on official business by an employee using his/her own automobile. Changes in the I.R.S. rate shall be applied prospectively and shall take effect on the January 1, following the announced change.

ARTICLE XVI

Personal Days Off

Section 1. Each full-time Sworn Personnel shall be eligible for up to four personal days a year, to be taken in units of not less than four hours.

Section 2. The Sworn Personnel must notify the Sheriff or designee at least 48 hours in advance in writing on forms provided by the Department.

Section 3. Personal leave days shall not be used to extend a vacation.

Section 4. Unused personal leave shall be converted to sick leave at the end of each year.

ARTICLE XVII

Health Insurance

Section 1. Hospitalization benefits shall be provided for all department employees, with option of single or family plan coverage at the employee's discretion as follows:

a. Effective January 1, 1995, employees hired prior to August 31, 1987 who are enrolled in an individual plan shall contribute \$12.00 per pay period towards the health insurance premium.

b. Effective January 1, 1995, employees hired prior to August 31, 1987 who are enrolled in a family plan shall contribute \$15.00 per pay period towards the health insurance premium.

c. Coverage for all employees hired after August 31, 1987 shall be paid as follows:

<u>Individual Plan</u>		<u>Family Plan</u>
1st year of employment County pays	30%	30%
2nd year of employment County pays	50%	50%
3rd year of employment County pays	70%	70%*

***Exception:** Effective January 1, 1995 employees hired between August 31, 1987 thru December 31, 1993 who are enrolled in an individual plan shall continue to pay \$12.00 per pay period.

c. Employees who enroll in an HMO which premium is greater than the premium for the indemnity plan shall pay the difference between the HMO premium and the indemnity plan premium.

Section 2.

a. All employees hired prior to August 31, 1987 who have continued with unbroken employment with the County for ten years or more (officially approved leaves of absence are not considered broken service), and who are at least fifty-five years of age, are entitled to payment, by the County, of 100% of health insurance premiums for themselves and their family provided they received family health coverage at the time of retirement. If the employee received individual coverage only during his/her employment with the County, he/she would only be covered for individual insurance premiums. A retiree who received individual coverage after retirement or who changes from family to individual coverage after retirement shall not thereafter be eligible to qualify for family coverage. An employee who has not reached the age of 55, but who otherwise would qualify for this benefit shall be responsible for paying his/her health premium from the time of retirement until reaching the age of 55. When the employee reaches the age of 55, the County shall provide 100% of the health insurance premium in accordance with this section.

b. Each employee hired on or after September 1, 1987, upon retirement, who has 25 years of unbroken service with the County and who is at least 55 years of age, shall be entitled to receive hospitalization benefits thereafter. The County will pay 50% of the individual retiree's cost and 35% of any retiree's dependents. Employees must be employed continuously for 25 years to earn hospitalization benefits in retirement. Any employee who has not reached the age of 55, but who otherwise would qualify for this benefit shall be responsible for paying his/her health

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insurance premium from the time of retirement until reaching the age of 55. When the employee reaches the age of 55, The County shall provide payment of health insurance premiums in accordance with this section.

c. Any employee with between 20 and 25 years of unbroken service with the county, or any employee who is eligible to collect a vested benefit from the New York State and Local Employees' Retirement System, who leaves employment will have the option to purchase health insurance at the County's premium rate provided such arrangement is acceptable to the insurance carrier. The employee will have to meet the County's premium payment requirements to the carrier.

Section 3. When an employee or a retired employee with ten or more years of service dies, coverage for his/her spouse and dependents who were covered at the time of the employee's death shall continue for the bi-weekly payroll periods for which contributions were made and for two additional by-weekly periods at no cost to the spouse or the dependents.

Section 4. An unmarried spouse or dependent children of a deceased employee or a retired employee with ten or more years of service may continue coverage under the present health plan of the insured employee, provided they pay the full cost of such coverage. This shall continue in effect until such time as the surviving spouse remarries.

Section 5. Health insurance coverage for all County employees listed as "Included" is provided under the Blue Cross/Blue Shield, Ultra Blue "17" Plan. The County and the

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Association may implement a new health insurance program if mutually agreeable between the parties.

Effective January 1, 1995, the major medical deductible shall be increased to \$200.00 individual and \$400.00 family.

Section 6. Dental Plan: All employees listed in Exhibit "A" as "Included" will be covered by Blue Shield Option 1 as described in the Blue Cross/Blue Shield of Central New York brochure #3218-00 with option of single or family plan coverage at the employee's discretion.

Section 7. If at any time during the period of this contract a new health insurance program can be found at more reasonable costs with comparable benefits, a change will be made if mutually agreeable to the County and the Association.

Section 8. If an employee covered in this contract will sign a waiver not to accept the health insurance coverage, the County will pay the employee one half of the County's share of premium cost each year. The payment will be included in the employee's regular salary check each pay period.

Note: Sections 1 through 8 apply to full-time Sworn Personnel and full-time cooks.

Section 9. Part-time Sworn Personnel and part-time Cooks are entitled to purchase hospitalization insurance by paying 100% of the cost by the 1st of each month. At the end of the month, if the Sheriff certifies that the employee has worked at least 12 shifts during the month, a refund of 30% of the cost of the premium will be made to the employee. The only right conferred by this section is the right to purchase insurance as provided herein, provided the employee makes timely payments, provided the

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coverage is afforded by the carrier and provided the employee meets the insurer's criteria for insurability. If payment is not made the coverage will be dropped and will not again be allowed until the insurer's next open period.

ARTICLE XVIII

Bereavement

Section 1. Full-time Sworn Personnel and full-time cooks shall be entitled to up to three days bereavement leave with pay on the death of a child, husband, wife, sister, brother, father, mother, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, grandchild or grandparent, and shall be entitled to one day bereavement leave to attend a funeral and/or burial of a sister-in-law, brother-in-law or grandparent-in-law.

ARTICLE XIX

Newsletter or Bulletin

Section 1. A newsletter or bulletin will be issued by management whenever opportunities for higher education are available in a field related to the job an employee is performing. This applies to any 100% Federal and/or State funded program, final decision will be made by the Personnel Committee upon the recommendation of the Sheriff.

ARTICLE XX

Education Benefits

(Full-time Sworn Personnel only)
Courses at Herkimer County Community College

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Section 1. Courses at the college will be available to all members of the bargaining unit under the following terms and conditions:

1. Employee will pay the college fee plus 100% of the tuition.
2. Employee will buy the books and supplies necessary.
3. One course per semester will be the maximum allowed.
4. The course must be job related.
5. The course must be approved by the department head and Personnel Committee prior to enrolling.
6. Course taught at night must have enough signed up to have a course taught.
7. Twenty-five percent (25%) of the tuition will be refunded to the employee after the course is completed with a passing grade of "C" or better. Reimbursement for the tuition as outlined in 5 above will be on a voucher basis.
8. This article does not apply to mandated courses referred to in ARTICLE IV.

ARTICLE XXI

Testing

Section 1. No employee covered by this agreement shall be required to take a polygraph test, stress test or other lie detector test and the refusal to take such a test shall not be grounds for disciplinary action.

Section 2. No member of the Herkimer County Sheriff's Department shall refuse to submit to drug or alcohol testing

while on duty when requested to do so. The Sheriff or a female County employee designated by him shall be solely responsible for obtaining the necessary samples, and the Sheriff shall be responsible for safeguarding them and forwarding them to the appropriate agency for analysis.

Section 3. Any member of the Herkimer County Sheriff's Department who is involved in a death-related incident, such as an officer-involved shooting or an officer-involved accident or a traumatic incident, such as a suicide that has been determined by the Sheriff to have caused a serious level of stress to that employee, shall be mandated to have professional counseling. That portion of the counseling fee that is not covered by the employee's insurance shall be paid in full by the County. The choice of the qualified individual, who shall conduct the professional counseling, shall be chosen by the Sheriff. This counseling is for the benefit of the employee and not for the purpose of dismissal unless for disability reasons.

ARTICLE XXII

Medical Examinations

Section 1. All employees shall be required to have complete post-offer medical examinations every four years for the purpose of identifying correctable conditions and the ability to continue strenuous police work and/or corrections work.

Section 2. The Sheriff shall select the medical examiner and the County shall assume the full cost of the examination. Results of the examinations shall be referred to the Sheriff and shall not be used in a discriminatory manner.

Section 3. This Section shall not be construed as limiting the right of the Sheriff to have any employee examined at any time to verify the employee's ability or inability to continue to perform strenuous police work and/or corrections work. Cost of such examination will be borne by the County.

ARTICLE XXIII

Second Job

Section 1. Any member of this department covered by this agreement may engage in extra work for another employer outside his/her regular hours of duty, provided that such extra work does not interfere or conflict with his/her regular duties as a member of this department or his/her physical condition to the extent that it impairs his/her availability for emergency duty, not affect his/her physical condition to the extent that it impairs his/her ability to efficiently perform such duties, and further that the employee shall complete a notice of secondary employment to be filed with the Sheriff prior to starting the requested employment. The Sheriff shall have the right to obtain information as to the name of any employee's secondary employer, the employee's duties or job description and the number of hours worked for that employer or any other information deemed necessary by the Sheriff.

ARTICLE XXIV

Code of Conduct (All Sheriff Department Employees)

Section 1. The Sheriff is responsible for developing and implementing a code of conduct and Sworn Personnel Rules and Regulations pertaining to the Sheriff's Department and its

overall operation. A written copy of said code and Rules and Regulations shall be distributed to full and part-time employees.

ARTICLE XXV

Call-back Time

Section 1. Each employee both full and part-time shall be guaranteed four hours pay on any occasion that he/she is called back to work other than those times that he/she is regularly scheduled to work.

ARTICLE XXVI

**Dealing of the County Personnel Committee with the
Herkimer County Deputy Sheriffs Association**

Section 1. The Deputy Sheriffs' Association shall receive a copy of all contracts entered as well as certified copies of all resolutions pertaining hereto.

ARTICLE XXVII

Grievance Procedure

Section 1. Definitions

- a. "Employee" shall mean all persons listed as "Included" on Schedule A attached hereto.
- b. A "grievance" is the complaint by a covered employee of an alleged violation of any of the terms and conditions of this contract.
- c. "Immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department and who normally assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performances.

d. "Sheriff" shall mean the person duly elected or appointed and exercising the duties of Sheriff of Herkimer County as provided by law.

e. "Decision" shall mean the ruling, determination or report of disposition made by an immediate supervisor, department head or grievance after a grievance is heard or submitted as in this Article provided.

f. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturday, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article.

Section 2. Declaration of Basic Principle

Every covered employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

Section 3. Initial Presentation

a. An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, orally, within five days after the grievance occurs.

b. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate, all on an informal basis.

c. Within five days after presentation, of the grievance, the immediate supervisor shall make a decision and

communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

Section 4. Second State

a. If an employee presenting a grievance is not satisfied with the decision made by the immediate supervisor he/she may, within five days thereafter, request a review and determination of his/her grievance by the Sheriff. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon the Sheriff and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within five days after receiving such request the immediate supervisor shall submit to the Sheriff a written statement of his/her information concerning the specific nature of the grievance and the facts relating to it.

b. The Sheriff, or his/her designee, may, and at the request of the employee, shall hold an informal hearing within ten days after receiving the written request and statement from the employee. The employee, and his/her representative, if any, may appear at the hearing and present oral or written statements or arguments.

c. Within ten days after the close of the hearing, or within ten days after the grievance has been submitted to him/her if there be no hearing, the Sheriff, or his/her designee, shall make his/her decision in writing and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

Section 5. Grievance Boards

a. A grievance board of three members, one from the Association, the County Administrator, and one neutral person to be agreed upon by the bargaining unit representative and the County Administrator, is hereby established. If the Association representative and the County Administrator are unable to agree upon the neutral person, a request shall be made to the County Judge to name the neutral person. A new board shall be named for each grievance which comes before the board.

b. A hearing of any matter before the grievance board may be conducted by any one of members of the board, designated by the board to act on its behalf; provided, however, that if less than the full board presides at such a hearing, the member or members thereof conducting such a hearing shall render a report thereon to the full board and the full board shall thereupon make its report.

c. Two concurring votes shall be necessary to determine any official report or action of the grievance board.

d. Necessary funds, supplies, facilities and personnel to implement the operation of the grievance board shall be provided by the County Legislature.

e. The grievance board may make and amend rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this contract.

Section 6. Appeals to Grievance Boards

a. An employee may appeal from the decision of the Sheriff, or designee of the Sheriff, within ten days after notice of such decisions. The appeal shall be taken by submitting to

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the County Administrator a written statement signed by the employee making appeal, containing.

- (1) The name, residence, address, and job title of the employee presenting the grievance.
- (2) The name and job title of each other employee or official involved in the grievance.
- (3) The name and address of the employee's representative, if any.
- (4) A concise statement of the nature of the grievance, the facts relating to it, together with copies of all requests and decisions up to the time of the appeal.
- (5) A request for a review of the decision of the department head or his/her nominee.

b. The County Administrator, shall within three days, meet with the President of the Association to name the neutral member of the grievance board.

c. The grievance board may request the Sheriff to submit a written statement of facts, including a summary of the record of the hearing, if document used by the department head or his/her designee in making his/her decision. Such written statement shall be submitted within five days after request by the grievance board.

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d. The grievance board shall hold a hearing within twelve days after receiving the written request for review. It shall give at least three days notice, in writing, of the time and place of such hearing to the employee, the employee's representative, if any, and the Sheriff or his/her designee, all of whom shall be entitled to be present at the hearing.

e. The hearing on the appeal may be held in public or in private as determined by the grievance board.

f. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Sheriff or his/her designee at the hearing held by him/her may be introduced at the hearing by the employee, by the Sheriff, or upon the request of the grievance board.

g. The hearing may be adjourned from time to time by the grievance board if in its judgement such adjournment is necessary. The total of all such adjournments, however, shall not exceed ten days, except that adjournments consented to by both the employee and the Sheriff shall not be counted in determining the total days of the adjournments as herein limited.

h. The grievance board shall not be bound by formal rules of evidence.

i. A written summary shall be kept of each hearing held by the grievance board.

j. The grievance board shall make its report, in writing, within ten days after the close of the hearing. It shall immediately file its report and the written summary of the proceedings with the county clerk and shall, at the time, send a copy of its report to the employee, the employee's

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representative, if any, and the Sheriff. The report shall include a statement of the board's findings of fact, conclusions and advisory recommendations.

k. The report of the grievance board shall be final.

Section 7. Waiver of Extension of Time: Time for Discussions and Hearings.

a. The time limitations for presentation and resolution of grievance as hereinabove fixed may be waived or extended by mutual agreement of the parties involved.

b. All discussions and hearings between an employee, his/her immediate supervisors, department head and grievance board, shall, so far as practicable, be conducted during regular working hours.

Section 8. All disciplinary procedures shall be pursuant to New York State Civil Service Law, including but not limited to Section 75 & 76.

ARTICLE XXVIII

Statutory Clause

Section 1. IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISIONS OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE INITIAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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ARTICLE XXIX

Section 1. This agreement shall become effective on
January 1, 2000 and shall remain effective through
December 31, 2004.

Dated this 15th day of September 2000.

Herkimer County Legislature

By Robert M. Nightingale
Robert M. Nightingale Chairman

Herkimer County Sheriff

By A. LaFors

**The Herkimer County Deputy
Sheriffs Association**

By Henry M. Leonard

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EXHIBIT A

<u>Included</u>	<u>Excluded</u>
Full-time Deputy Sheriff	Sheriff
Part-time Deputy Sheriff	Undersheriff
Full-time Correction Officer	Captain
Part-time Correction Officer	Principal Account Clerk
Full-time Cook	Senior Account Clerk
Part-time Cook	Clerk
Correction Sergeant	Clerk (Pistol Permits)
Deputy Sheriff Civil Sergeant/ Correction Officer	Jail Physician (PT)
Deputy Sheriff Investigator	Correction Services Coordinator
Deputy Sheriff Investigator/ Correction Officer	Registered Professional Nurse
Deputy Sheriff Senior Investigator	E-911 Coordinator
Deputy Sheriff Sergeant/ Corrections Officer	Building Maintenance Workers
Deputy Sheriff/Correction Officer	Account Clerk
Deputy Sheriff/Correction Sergeant	Licensed Practical Nurses
Deputy Sheriff/Navigation (Seasonal)	Court Attendants
	Correction Hearing Officer

Appendix A
Voluntary Fitness/Bonus Program

The Employer and Union agree that members shall have the option of participating in a voluntary fitness program. All testing shall be in September or October of each year and testing shall be done on duty time. Any injury suffered, while being tested, under this provision shall be treated as Worker's Compensation injury.

There will be four categories of testing based upon the Cooper Norms: Run; Sit-ups; Pushups and Stretch. Members must achieve at least the 40th percentile in each category to be eligible for any bonus payment. Members may earn bonus payments in any or all of the categories. If a member scores in the 40th percentile in a category, he/she shall receive no bonus payment for that category. If a member scores above the 40th percentile, he/she shall receive a bonus payment of \$25 for each 10th percentile above the 40th percentile.

Example-As indicated below, a member achieving these scores would receive a \$175 bonus payment:

	RUN	SIT-UPS	PUSHUPS	STRETCH
Percentile	60th	50th	40th	80th
Bonus Paid	\$50	\$25	0	\$100-\$175

Bonus payments shall be paid in the first paycheck of December in each calendar year.

Any changes in the standards for this program may be made only with the agreement of the Sheriff and the Union.