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CO/7072

**AGREEMENT**

by and between

**SHERIFF'S SILVER STAR ASSOCIATION, INC.**

and

**COUNTY OF OSWEGO**

**January 1, 2004 - December 31, 2008**

**RECEIVED**

**AUG 24 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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**AGREEMENT BETWEEN**  
**COUNTY OF OSWEGO**  
**AND**  
**SILVER STAR ASSOCIATION, INC.**

**2004 - 2008**

**PREAMBLE**

The County of Oswego, hereinafter referred to as the "County" and the Silver Star Association, Inc., hereinafter referred to as the "Union", declare it to be their mutual policy to promote and maintain a harmonious and cooperative relationship between the County and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.

Both parties to this agreement furthermore affirm that employment in the service of and to the public, is a life-long career and that as such, the terms, conditions of employment, and working conditions shall be of the highest caliber to attract and maintain in employment with the County the best personnel available. We also reaffirm that each County employee shall at all times be a dedicated, courteous and efficient representative of public employment, realizing full well that they are performing an essential service private enterprise cannot undertake.

**1. APPLICABLE LAW**

This agreement shall be governed by the Public Employees Fair Employment Act and applicable State and Federal laws not inconsistent with said act.

**2. EQUAL EMPLOYMENT OPPORTUNITY**

Acknowledging the moral principles inherent in Federal and State Legislation, the parties to this agreement hereby affirm that they shall ensure equal employment opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, national origin, political affiliation or belief. The scope of equal employment opportunities shall also include the non-discrimination of physical and mentally handicapped individuals.

It is furthermore affirmed the concept and philosophy of equal opportunities shall be provided for, but not restricted to all components of employment; recruitment, selection, assignment, compensation, benefits, promotion and training.

All references in this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

### **3. RECOGNITION**

The County hereby recognizes the Sheriff's Silver Star Association, Inc. as the sole and exclusive bargaining agent for members of the defined bargaining unit, for the duration of this agreement, representing the bargaining unit in collective negotiations, grievances and disputes arising thereunder.

#### **3.1 Membership**

Membership in the Union shall be voluntary but, since it is recognized that a strong and active Union with full membership and participation on the part of the employees is desirable for the collective bargaining process, the County agrees there shall be no discrimination, interference, restraint or coercion by the County or any of its agents against employees because of their membership in the Union or because of any activities on behalf of the Union.

At such time as the Union enjoys a dues paying membership of 75 percent of their potential membership, it shall be entitled to the "agency shop" provisions enacted by the 1976-1977 New York Legislature for the duration of the agreement. Documentation of membership shall be presented upon attainment of the 75 percent membership.

#### **3.2 Payroll Deductions**

The County shall deduct from the wages of each employee and remit to the Sheriff's Silver Star Association, Inc., in the manner and form approved by the Union regular membership dues, savings bonds, health, accident, disability and life insurance premiums for those employees who have signed authorizations permitting such payroll deductions.

For those employees authorizing such, any credit union deposit will be deducted and remitted to the authorized credit union so designated by the Union.

The Union hereby agrees to hold the employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this section.

**4. COLLECTIVE BARGAINING UNIT**

**4.1 Definition**

The Union represents employees of the County holding a position by appointment or employment, in the titles reflected in Appendix A; Collective Bargaining Unit. The unit shall be expanded to include any newly created positions by titles which have a community of interest with the existing unit.

**4.2 Exclusions**

All positions other than those authorized as full time by the County legislature shall be excluded from the provisions, benefits and protection of this agreement.

The positions of Sheriff, Undersheriff, Secretary to the Sheriff, Corrections Supervisor-Lieutenant and Assistant Corrections Supervisor shall be excluded from the bargaining unit.

Employees and positions not included in the defined bargaining unit shall not be entitled to the provisions of this agreement.

**5. RIGHTS AND RESPONSIBILITIES**

**5.1 Declaration of Principles**

The intent and purpose of this agreement is to set forth the rights and responsibilities of the County and the Union consistent with Law. Nothing contained herein shall deprive the County and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable law.

**5.2 Management Rights**

The County retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be rendered, and the methods, procedures and means used in operation of its business and services, the control of the buildings, real estate, materials and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent work required in operating its business and supplying its services shall be performed by employees covered by this agreement, to maintain order and efficiency in all of its departments and operations, including the sole right to hire, layoff, assign, transfer,

promote, discipline, discharge, suspend; to determine the scheduling of its departments, and to determine the starting and quitting time and the number of hours to be worked; subject to such regulations governing the exercise of those rights as are expressly provided in this agreement, or provided by law.

The Union recognizes its responsibility to act at all times in good faith in carrying out any and all provisions of this agreement. The Union acknowledges the right of management to direct and control management policies subject to the obligations of the agreement. Employees will cooperate with management to facilitate efficient operations. The Union agrees that the provisions of this section are not subject to grievance procedures as set forth herein unless in the exercise of said rights and responsibilities the County has violated a specific term or provision of this agreement.

The above rights of the County are not all inclusive, but indicate the type of matters or rights which belong to or are inherent to the employer.

Any and all rights, powers and authority the employer had prior to entering into this agreement are retained by the employer, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

### 5.3 Association Rights

The Union shall have the sole right to represent employees in the defined bargaining unit in any and all proceedings under "The Public Employees Fair Employment Act," under any other applicable law, rule, regulations or statute, under the terms and conditions of this agreement, to designate its own representatives and to appear in their behalf to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue those objectives free from any interference, restraint, discrimination or coercion by the County.

The above rights of the Union are not all inclusive, but indicate the type of matters or rights which belong to or are inherent to the bargaining unit or its agent. The Union shall have the sole right to pursue any matter or issue in accordance with the Grievance and Arbitration Procedure of this agreement, to pursue any matter or issue to any court of competent jurisdiction, and acting through its membership and officers to be the sole judge thereof, unless it is expressly and specifically abridged, delegated or modified by this agreement.

### 5.4 Bulletin Boards

The Union shall have the right to post notices and other communications on one (1) bulletin board maintained on the premises of each County building: to be labeled solely for Union use provided the bulletin board is properly maintained, kept orderly and timely, and the content of the information posted is not political,

controversial or derogatory and that any item to be posted which is outside the realm of business of the Union shall be approved by the Sheriff before posting.

#### 5.5 Field Representative

The field representative and/or local representative shall have the right to visit employees on the job for the purposes of administering the terms and conditions of this agreement, provided, he notifies the Sheriff and gives him total assurance that no inordinate interruption in the work of the employee will be involved. The Union guarantees that any Union activity during working hours will not be the cause of any form of disruption in the work of the employees involved in the activity.

#### 5.6 Member Representative

The bargaining unit president shall as the local representative have the right on behalf of the Union to confer with the Sheriff or Personnel Director regarding the terms and conditions of this agreement. Reasonable time shall be allowed without loss of pay subject to the operating efficiency of the department and the expressed authorization of the Sheriff.

In the absence of the President, the individual designated to act in his behalf shall be entitled to this provision.

The Union shall notify, in writing, the Sheriff and Personnel Director of the local representative's designation, authority and any change therein.

The names of the union officers and representatives will be certified in writing to the Sheriff and Personnel Director annually and upon any change.

#### 5.7 Work Force Information

The County shall furnish the Union with information as it has in its possession regarding members of the Union such as names, addresses, titles and work locations. It is understood that the obligations herein is subject to the technical ability of central data processing to provide the various items of information. Such lists shall be updated as changes occur and copies provided to the Union President on a semi-annual basis.

#### 5.8 Strike Prohibition

Pursuant to Section 210.1 of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against the County, to assist or participate in any strike or to impose an obligation upon its membership to conduct, assist or participate in any such strike.

## **6. NEGOTIATION PROCEDURE**

### **6.1 Declaration of Principle**

The County and the Union recognize that the best interests of public service will be served by establishing collective bargaining and negotiation procedures, to provide an orderly method for discussion matters of mutual concern and to reach mutually satisfactory agreements.

### **6.2 Negotiation Committee**

In order to formalize and facilitate an orderly procedure for deliberations, the County and the Union agree to establish ground rules and procedures, for the initiating of negotiations, a minimum of thirty days prior to their commencement.

### **6.3 Resolving Disagreement**

All parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement to utilize mediation, conciliation and fact finding services in accordance with the provisions of the Public Employees Fair Employment Act.

## **7. GRIEVANCE PROCEDURE**

### **7.1 Declaration of Principle**

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

### **7.2 Definition**

For the purposes of this agreement a grievance shall be: an alleged violation, misinterpretation or an inequitable application of the expressed terms of this agreement.

It is expressly understood and agreed to by the parties that the grievance and arbitration procedures provided herein do not apply to, and are not intended to be, a substitute or an alternative for disciplinary action procedures contained herein, or prescribed by law.

The parties agree that disputes over the implementation of laws as they may affect employees covered hereunder are not reviewable under the grievance and arbitration provisions contained herein.

For the purposes of this procedure, work day will exclude Saturday, Sunday, and enumerated holidays.

The time limits set forth in the procedure are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure.

### 7.3 Grievance Process

#### Step 1 Informal Stage

- A. An employee who claims to have a grievance shall present his grievance to his immediate supervisor or head of his department orally or in writing, within three working days after the grievance occurs.
- B. The immediate supervisor or Sheriff shall discuss the grievance with the employee, shall make such investigation as he deems appropriate, and shall consult with his superiors to such an extent as he deems appropriate, all on an informal basis.
- C. Within three (3) days after presentation of the grievance, to him, the Sheriff, or immediate supervisor shall report his decision and communicate the same to the employee's representative, if any.
- D. In the event the grievance is not resolved the union may, within ten (10) days, request that the grievance and issues involved be discussed at labor management prior to proceeding to further steps as detailed herein. If labor management is scheduled to meet within twenty (20) days of answer, Step 1-C grievance will be added to agenda. In the event no meeting is scheduled, the union will request a meeting per Article 8.2.

#### Step 2 Formal Stage

- A. In the event that the grievance is not resolved within Step 1, the employee may submit within five (5) working days from the date of the answer in Step 1, a formal written grievance to the Sheriff. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract alleged violated, the date of the alleged violation, the time, place, and witnesses, the remedy sought, the actions taken at Step 1 and shall be signed, dated and a copy forwarded to the employee's local representative and the County Personnel Director.

- B. The Sheriff, or his authorized designee, shall meet with the aggrieved employee and his representative to discuss and review the allegations.
- C. The Sheriff, or his authorized designee, may make an investigation and secure such written statements as he deems appropriate.
- D. Within five (5) working days of receipt of the formal written grievance, the Sheriff must respond in writing to the aggrieved employee with a copy to the employee's local representative.

### Step 3 Arbitration Stage

- A. In the event the grievance is not resolved within Step 2, the Union or the County may only submit within five (5) working days from receipt of the written decision, a written request to the Public Employment Relations Board, or the American Arbitration Association, to submit a list of arbitrators from which the parties may select an arbitrator for arbitration of the grievance.
- B. It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present agreement between the parties; (b) involves issues which were discussed at negotiations, but not expressly covered by the terms and conditions of this agreement; (c) involved claims of violation of an allegedly implied or assumed obligation not relating to contract language; (d) would require an arbitrator to rule on, consider, or decide the appropriate hourly salary or incentive rate at which an employee shall be paid, or the method by which the pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following: (i) the elements of a job assignment; (ii) the level, title, or other designation of an employee's job classification; (iii) the right of management to assign or reassign work within the respective job titles; (f) pertains in any way to the establishment, administration, interpretation or application of an insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involved discipline or discharge of employees who have not satisfactorily completed the probationary period.
- C. It is understood by the parties that the cost of such arbitration shall be borne equally by the Union and the County.
- D. The assigned arbitrator shall not have jurisdiction or authority to add to, modify, delete from or alter in any way the provisions of this agreement or any amendment or supplement thereto, or to add new provisions of this agreement. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to,

said grievance shall be returned to the parties without decision. Interpretations of contract provisions or findings of past practice shall not be construed or argued to be additions, modifications, deletions, alterations or supplements outside the jurisdiction of the arbitrator per sentence one.

- E. Awards may not be retroactive beyond ten (10) working days to the service of the Step 2 written grievance upon the Sheriff.
- F. The arbitration stage shall not exceed 30 days from the date the arbitrator is appointed unless delay is not occasioned by the aggrieved employee or his representative.
- G. The findings, conclusions, and recommendations of the Arbitrator for resolution of the grievance shall be binding on all parties to the proceedings. Copies of the final resolution shall be forwarded to all parties to the proceeding and copies shall be filed with the Clerk of the Legislature and the Department of Personnel.

## **8. LABOR MANAGEMENT PROGRAM**

### **8.1 Principles**

The County and the Union shall establish a joint Labor Management Council for the purpose of providing communication, discussion and resolvment of problems between the County and the employees.

### **8.2 Structure and Format**

The Labor Management Council shall consist of six (6) members. The Chairperson of the Legislature shall appoint one (1) member and the President of the Union shall appoint two (2) members. The remainder of the committee shall consist of Personnel Director or his/her designee, the Sheriff or his/her designee and the President of the Union or his/her designee.

Council shall convene a minimum of twice per calendar year or within ten days upon written notice of either party. Time limit may be extended by mutual consent of the parties.

## **9. DUTY**

Members of the department hold a unique status as public officers charged with specific duties in maintaining public order and administering justice. The security of the community depends to a great extent on the manner in which officers perform their duty. Employees are subject to duty twenty-four (24) hours per day, seven (7) days per week. Their employment is thus in the nature of a public trust.

Any action taken by an employee on his time off, which would have been taken by an employee on active duty if present or available will be considered official action and the employee will have all of the rights and benefits concerning such action, with the exception of compensation and premiums, as if he were then on active duty.

**10. WORK RULES**

The Sheriff retains the inherent rights of his office to establish work rules necessary in his judgment to maintain the most efficient and effective operation of the department to insure public respect and safety. Said rules shall be subject to the grievance procedure to insure their fairness and consistency.

**11. SECONDARY EMPLOYMENT**

Any member of the department covered by this agreement may engage in extra work for another employer outside his regular hours of duty, provided that such extra work does not interfere or conflict with his regular duties as a member of the department or his availability for emergency duty, not affect his physical condition to the extent that it impairs his ability to efficiently perform such duties, and further provides that the employee shall complete a notice of secondary employment to be filed with the Sheriff prior to starting the requested employment.

The above rules shall also be applicable to any employee starting or purchasing a business that they will be directly involved with.

Any statutory prohibitions regarding secondary employment shall be applicable and employment in a capacity as a law enforcement officer shall require the prior approval of the Sheriff.

**12. DEFINITIONS**

For the purposes of this agreement, the following terms shall be defined as provided by this article:

- A. "Employer" shall mean the County of Oswego and the Sheriff of Oswego County.
- B. "Employee" shall mean a person serving in a position in the Sheriff's Department in a full-time capacity; exclusions consistent with this agreement.
- C. "Retiree" shall mean a person formerly employed by the County Sheriff's Department who has retired from county service and is eligible for and receiving New York State Employees Retirement Benefits.

- D. "Union" shall mean the Sheriff's Silver Star Association, Inc.
- E. "Department" shall mean the Oswego County Sheriff's Department.
- F. "Anniversary Date" shall mean the last date of hire resulting in continuous employment with the Oswego County Sheriff's Department.

**13. WORK DAY AND WORK WEEK**

**13.1 Basic Work Week**

The basic work week for employees shall be forty (40) hours, consisting of five (5) work days of eight (8) hours per day.

**13.2 Overtime Premium**

Overtime shall mean an employee is required to work in excess of the basic work day or work week. Overtime must have the prior approval of the Sheriff or his authorized designee.

Employees required to work overtime for any reason other than training, including qualification with a weapon, shall be eligible for an overtime premium pay at one and one-half (1 1/2) their regular hourly rate.

An employee shall designate his/her choice of compensatory time or payment on all time sheets indicating overtime hours worked. If no designation is made, the choice of compensatory time or paid premium shall become the prerogative of the Sheriff.

Compensatory time will not be permitted for overtime work for services performed where in the County receives salary reimbursement in the DSS or STOP DWI programs.

Employees and all Corrections Officers hired on or before January 1, 2002 will be allowed to accrue a maximum of 200 hours of compensatory time. Hours earned in excess of the 200 hour limit will be paid hours regardless of designation. All Corrections Officers hired subsequent to January 1, 2002 shall be restricted to an overtime accumulation of 80 hours. Upon completion of five years of service, the accumulation shall be permitted up to 100 hours. All hours in excess of the permitted accumulation shall be paid for in accordance with the current contract language under Section 13.2.

All requests for compensatory time off must be approved by the Sheriff or his/her designee and shall be granted according to seniority within the department and the operational needs of the department.

All accrued compensatory hours will be "cashed out" with the last full pay check in the calendar year. Employees will be paid for all compensatory hours accrued upon request at the hourly rate plus longevity increments earned at the time calculation is made.

### 13.3 Recall Premium

When an employee has completed his regular daily shift, is released, and then recalled to work, he shall be guaranteed a minimum of two (2) hours premium at one and one-half times his normal rate of pay, plus all actual hours worked in excess of two hours exclusive of travel time to and from work.

Employees recalled to maintain operating staffing levels shall be recalled on a rotating basis, initially established by seniority, within job classification and job specialist. When employees are recalled to respond to a complaint or incident, the selection of the recalled employees shall be the prerogative of the Sheriff.

When a circumstance occurs where a person is needed to fill a shift and the roster has been exhausted and no volunteers fill a shift, it will be the responsibility of the junior employee from the off-going shift to remain four (4) hours and the junior employee from the on-coming shift to come in four (4) hours early, for the purposes of shift coverage.

Under normal conditions employees will not be forced to work overtime (per the above language) more than once in a 24-hour period. Any additional openings will be filled by the same process utilizing the next most junior employee.

### 13.4 Modification Notice

The Sheriff agrees to notify the Union in writing of any change in work day, work week and/or working conditions, seven (7) days prior to such change(s), except where such change(s) is required because of an emergency or disaster over which the Sheriff has no control.

### 13.5 Summer Hours

Clerical staff normally scheduled to work from 0800 hours to 1700 hours may, at the Sheriff's discretion, be allowed to work "Summer Hours" beginning June 1 of each year and ending on the day after Labor Day. Summer hours shall consist of all or part of the work group (on a rotating basis) starting at 0730 hours and ending 1600 with lunch hour being reduced to ½ hour. Decision to close any part of or the complete office at 1600 hours, or "flex" the schedule with part of the staff working 0700 to 1600 hours and part of the staff working 0800 to 1700 hours, shall be made by the Sheriff.

## 14. HOLIDAYS

### 14.1 Holidays Enumerated

Employees shall receive twelve paid holidays per year. Holidays to be observed are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Employees in the following titles; Account Clerk, Senior Account Clerk, Senior Clerk, Records Clerk, Typist and Senior Typist shall receive twelve (12) holidays per year. Holidays to be observed are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
*Lincoln's Birthday	*Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

\*Floating Holidays

Prior to utilizing the floating holidays, an employee covered by this agreement must have been continuously employed for at least six (6) months and be appointed to one of the six (6) titles eligible to receive floating holidays. Employee must also notify the Sheriff, or his designee, in writing at least ten (10) working days in advance of the request date. The floating holiday shall not be unreasonably withheld, however, the Sheriff shall have the right to limit the number of employees utilizing a floating holiday according to work requirements.

Time for floating holidays shall be credited to annual leave accruals. Floating holidays when scheduled and taken will be deducted from annual leave accruals. Anyone working on a holiday designated as a floater (Lincoln's Birthday or Columbus Day) will receive their straight time hourly rate.

Floating holidays shall not be accumulated from year to year and must be used no later than December 31st of the year in which they are earned.

## 14.2 Holiday Premium

- A. When an employee is required to work an enumerated holiday, he shall receive one and one-half (1 1/2) times his normal rate of pay for that day's work and shall be allowed an additional day off in lieu of the actual holiday worked. The additional day is to be taken within two (2) pay periods of the actual holiday. Consideration shall be given management's staffing requirements.
- B. When the enumerated holiday falls on an employee's regularly scheduled day off, then the employee shall only receive an additional day off in lieu of the holiday. The additional day off must be taken within two (2) pay periods of the actual holiday. Consideration shall be given management's staffing requirements.
- C. Any employee "forced" to work a holiday through paragraph 3, Section 13.3 of this agreement shall receive double time (2 times) for all hours worked other than regular scheduled hours.

## 14.3 Saturday/Sunday Holidays

When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday for all non-shift assigned personnel. A holiday falling on a Sunday shall be observed on the following Monday for all non-shift assigned personnel.

## 14.4 Discretionary Holidays

None of these provisions shall be construed as preventing the Sheriff from granting employees additional days off with pay if such day is so designated by the President of the United States or the Governor of New York State when approved by the Chairman of the County Legislature, may within the law, and its discretion, designate as a day off for employees.

## 15. ANNUAL LEAVE

### 15.1 Definition

Annual leave shall be granted an employee, in accordance with the following provisions, for the purposes of vacation and/or personal business.

### 15.2 Annual Leave Credit

An employee shall earn annual leave credit in accordance with the following schedule. Entitlement is based upon years of service and scheduled hours worked and shall be effective upon the employee's anniversary date of service, as set forth

by the schedules appearing below, starting with the first pay period after the employee's start date anniversary. No additional entitlement is earned for premium or over-time hours worked.

Employees with start date prior to January 1, 1990

<u>Full-Time Continuous Service</u>			<u>Earnings</u>
0	-	5 years	8 hours per 138.6 15 days
6	-	10 years	8 hours per 115.5 18 days
11	-	15 years	8 hours per 90.4 23 days
16	-	20 years	8 hours per 80.0 26 days
21	-	over	8 hours per 74.2 28 days

Employees with a start date of January 1, 1990 or later

<u>Full-Time Continuous Service</u>			<u>Earnings</u>
0	-	2 years	8 hours per 173.3 12 days
3	-	5 years	8 hours per 138.6 15 days
6	-	10 years	8 hours per 115.5 18 days
11	-	15 years	8 hours per 90.4 23 days
16	-	20 years	8 hours per 80.0 26 days
21	-	over	8 hours per 74.2 28 days

### 15.3 Annual Leave Authorization

All requests for annual leave must be approved by the Sheriff and shall be granted according to the seniority within the department and the operational needs of the department.

An employee must file a written request for annual leave with the department, a minimum of ten (10) working days in advance of the requested leave.

The Sheriff shall recognize that emergency situations will periodically arise with employees; in this event, the ten day advance notice for annual leave may be waived by the Sheriff.

Up to three days of annual leave may be used as emergency leave. Subject to approval by the Sheriff, employees may utilize emergency leave time with a minimum of one (1) hour notice prior to start of shift or work tour. In the event the Sheriff is not available, employee requesting emergency leave will request approval from the highest ranking officer that is readily available in the following order: Undersheriff, Lieutenant, Sergeant, On Duty Supervisor.

To insure the efficient operation of the department, employees are encouraged to request emergency leave twenty-four (24) hours prior to start of shift or work tour when possible.

The County encourages all employees qualifying for vacation to take their vacation as time off. However, upon request by an employee subject to approval of the Sheriff, employees may receive pay in lieu of vacation time subject to the following conditions:

1. Request must be in writing.
2. Request must be limited to fifty percent (50%) of vacation time earned.
3. Only one request per employee, per calendar year will be considered.
4. Pay in lieu of vacation will be 100 percent of employee's regular rate.
5. Employees may cancel request any time up to thirty (30) days prior to requested pay date.

#### 15.4 Annual Leave Conditions

An employee is not entitled to utilize annual leave earnings until completion of six (6) months of full-time continuous employment.

Annual leave earnings not utilized during the year earned may be carried over two subsequent years.

Holidays falling within the annual leave period shall not be charged to annual leave used.

An employee on annual leave is not entitled to utilize his sick leave during that period unless documentation from a physician, acceptable to the Sheriff, is presented.

Annual leave shall be utilized in minimum blocks of four (4) hours. The Sheriff may waive this provision at his discretion for just cause.

#### 15.5 Record Maintenance

The Sheriff's Department and the County Personnel Department shall maintain an up-to-date record of each employee's earned and used annual leave credits. These records shall be open to an employee's inspection.

## **16. SICK LEAVE**

### **16.1 Definition**

Sick leave shall be granted to an employee for the following reasons: personal illness, bodily injury, exposure to contagious diseases, and attendance upon members of their immediate family whose illness requires the care of said employee.

For the purpose of this benefit immediate family shall be defined as mother, father, spouse, and dependent children. This shall include natural, and step relations.

### **16.2 Notification Requirement**

An employee reporting sick must notify his supervisor of his anticipated absence within one hour of his scheduled start time. Whenever possible the employee will provide a minimum of four hours notice to facilitate shift reassignments. Sick leave shall not be granted unless such report is made.

### **16.3 Documentation Requirement**

An employee on sick leave in excess of three (3) consecutive days, or where a consistent pattern of sick leave exists, may be required to furnish a physician's statement to the Sheriff prior to returning to work. Failure to comply with said request shall result in sick leave not being granted.

Any employee who has three incidents or more of paid sick time absence within a calendar year prior to or after regular days off or vacation that are not documented by a physician's statement, subsequently, shall not be paid for any additional sick time until a physician's statement is received. This provision shall become effective January 1, 2002.

The Sheriff may require an employee, who has been absent for more than ten (10) days because of personal illness, be examined by a physician designated by the Sheriff as a condition of his return to duty; said physical exam at the expense of the department. Such examination shall establish whether the employee is capable of performing his normal duties, and that his return to work will not jeopardize the health or safety of his fellow officers. Should an employee request a second opinion from a physician of his choice, said expenses shall be borne by the employee. Should the physician provide different opinions, a third physician shall be mutually selected and the costs shared by both parties.

#### 16.4 Sick Leave Credit

An employee hired prior to September 15, 2005 shall earn sick leave credit at the rate of eight (8) hours, with pay, for each one-hundred seventy-three (173) hours of employment; not to exceed annual earnings of ninety-six (96) hours.

An employee hired September 15, 2005 or after shall earn sick leave credit at the rate of eight (8) hours, with pay, for each two-hundred eight (208) hours of employment; not to exceed annual earnings of eighty (80) hours.

Sick leave credits may be accumulated to a maximum of 1320 hours. Sick leave credit exceeding the maximum shall be of no benefit to the employee.

Upon employee's retirement under the New York State Employees' Retirement System, an employee shall have the following options:

- A. Unused sick leave shall be applied to an employee's years of service in accordance with the provisions of Section 41 J of the New York State Retirement Law.
- B. Upon written request prior to applying for retirement cash equivalent of 100 percent of sick time accrued as of date of retirement may be banked. Cash value will be calculated by multiplying by hourly rate received as of date of retirement by number of hours accrued. Example, hourly rate \$14.00 x 500 hours = \$7,000.00. Money so banked shall be used to offset cost of retirees or dependents health insurance. In the event a retiree dies prior to exhausting available funds, the remainder may be used to pay premiums for any COBRA benefits available to and selected by the retirees dependents.

Option A shall be the automatic or default option unless Option B has been requested in writing prior to application for retirement.

Regardless of option selected, there shall be NO direct cash payment to the retiree, retirees' dependents or their estates.

Upon employee's death while still in County service, an employee's sick leave credit shall be paid to his/her beneficiary at his/her regular compensation.

#### 16.5 Holiday Sick Leave

When a holiday falls within a sick leave period, no sick leave credit charge shall be made against the employee for that day.

## 16.6 Sick Leave Authorization

An employee is not entitled to utilize his sick leave earnings until completion of six (6) months of full-time employment.

All requests for sick leave should be approved by the Sheriff. If the Sheriff feels an employee is utilizing excessive sick leave, and abusing his leave privilege, he may contact the Union representative and/or President to discuss appropriate corrective action.

All employees must file a written request for sick leave immediately following their return to work.

## 16.7 Record Maintenance

The Sheriff's Department and the County Personnel Department shall maintain an up-to-date record of each employee's earned and used sick leave. These records shall be open to an employee's inspection.

## 17. **OTHER LEAVES WITH PAY**

### 17.1 Association Leave

Leave with pay shall be granted to the President, or his designee, of the bargaining unit to serve as Union representative to the State Board or special meetings. Leave with pay to attend said meetings will not exceed three (3) days in any one month, and a total of twelve (12) days in a calendar year.

### 17.2 Bereavement Leave

Bereavement leave of three (3) days shall be granted to an employee upon the death of any of the following: mother, father, husband, wife, son, daughter, sister, brother, grandfather, grandmother, granddaughter, grandson or significant other. The above terms shall include natural, step and in-law relations.

Bereavement leave shall be limited to scheduled work days and may include the arranging of and attendance at memorial services, burial and/or delayed interment. An employee may request additional annual leave or time without pay if needed.

### 17.3 Military Leave

An employee whose absence is necessitated by his engagement in the performance of ordered military duty, and the going to and from such duty shall be entitled to his regular compensation for a period not exceeding a total of thirty

(30) days in any one calendar year provided the employee submits a statement from his Commanding Officer stipulating the length of time spent in military duty.

Employees involved with a national guard or reserve unit shall submit to the Sheriff a schedule for anticipated drills, including the two week training period, within the first sixty days of the calendar year or as soon as it is available.

No pay will be granted for volunteer duty.

Nothing in this section shall be interpreted inconsistent with the provisions of the New York State Military Law.

#### 17.4 Record Maintenance

The Sheriff shall maintain an up-to-date record of the leaves authorized and utilized, pursuant to this article.

### 18. LEAVES WITHOUT PAY

#### 18.1 Leave of Absence

A leave of absence without pay, not to exceed one (1) year, may be granted to a full-time permanent employee by the Sheriff provided there is sufficient medical justification stipulated by written documentation of a physician or sufficient personal reasons acceptable to the Sheriff.

#### 18.2 Educational Leave

An educational leave of absence without pay, not to exceed one (1) year, may be granted to a permanent full-time employee to complete educational studies in a job-related field. An employee must have completed a minimum of two years full-time County service prior to becoming eligible for an educational leave. Approval of the Sheriff is required to receive educational leave.

#### 18.3 Maternity Leave

For the purposes of leave eligibility, maternity shall be considered a medical disability.

#### 18.4 Return From Leave

Thirty (30) days prior to the expiration of an employee's leave, the employee shall be required to inform the Sheriff in writing of his intention to return to work. Failure to provide written notification of intentions as required, shall be deemed to constitute a resignation from County service.

## 18.5 Leave Rights

During a leave without pay, all benefits provided an employee shall be discontinued, unless the employee assumes all costs. No longevity or seniority rights shall be earned during the leave period. No sick or annual leave credits shall be earned.

Upon the expiration of a leave without pay, the employee shall be reinstated to the position which they occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

## 18.6 Unauthorized Absence

When an employee is absent without leave, and without an explanation, for a period of five work days, such absence shall be deemed to constitute a resignation effective on the date of commencement of such absence.

## 19. **EXPENSE REIMBURSEMENT**

### 19.1 Travel Allowance

- A. Travel involving the use of an employee's privately owned vehicle shall be reimbursed at the current IRS rate, for an employee on official business outside the limits of Oswego County, or authorized conferences or meetings within the County, subject to the prior authorization of the Sheriff.
- B. Parking and garage storage expense will be reimbursed only outside Oswego County and must be supported by receipts. Thruway and other tolls will be reimbursed only upon presentation of receipts.

### 19.2 Meals and Lodging

Reimbursement for meals and lodging expenses shall be allowed for an employee on official business, outside the limits of Oswego County, or attending authorized conferences or meetings within the County with the prior approval of the Sheriff.

Reimbursement shall be allowed based on claims for meals and lodging expenses supported by receipts showing the amount, date and location. Reimbursement for individual meals shall not exceed \$7.50 for breakfast, \$12.00 for lunch and \$25.00 for dinner or a cumulative total of thirty (\$30.00) for a full day's allowance. An additional ten (\$10.00) dollars per day for a cumulative total of forty (\$40.00) will be allowed for major metropolitan areas. Individual meal limits will also be increased for major metropolitan areas as follows: maximum allowable for breakfast is \$10.00, lunch is \$15.00 and dinner is \$30.00. Partial per day expenses will be reimbursed as reasonable and appropriate rates upon authorization of the

Sheriff, but shall not exceed the individual meal limits. or the full day cumulative total. Lodging requests supported by receipts will be reimbursed for reasonable and necessary expenses.

In those situations where meals and lodging are contained within a daily rate cost and these costs are in excess of established reimbursement rates, the conference rates shall be approved upon authorization of the Sheriff.

No overtime, premium pay, or compensatory time off shall be granted for hours involved attending or traveling to or from conferences.

### 19.3 Claims

All claims for reimbursement of personal expenses shall be on prescribed forms established for the department and shall require the approval of the Sheriff.

All cash claims shall contain as a minimum the following information:

- A. Specific nature of County business when expense is incurred.
- B. Date and place where expense incurred.
- C. Point of departure and destination.
- D. Attachment of receipts.

### 19.4 Tool Allowance

The County agrees to reimburse employees classified as Automotive Mechanic and Senior Automotive Mechanic up to \$150.00 effective January 1, 2000; and \$175.00 effective January 1, 2001 and thereafter per year per employee for tools purchased. To be eligible employees must provide an itemized paid receipt for tools purchased. Tools must be for performance of normal duties and available to employees during normal work day. The County reserved the right to inspect tools for which reimbursement is required.

In the event of a fire at a County facility where employees' tools are stored, the County will reimburse the employees for tools lost or destroyed 70 percent of the cost up to a maximum of \$1,200.00 per employee. Reimbursement up to the maximum will be paid based on 70 percent of the purchase price of replacement tools as indicated by itemized paid receipts.

Within thirty (30) days of the signing of the agreement, each mechanic must submit to his supervisor an inventory of all tools. An adjusting inventory must be submitted annually (by January 31st) thereafter. No reimbursement will be considered without a current inventory or record.

Losses covered by insurance shall not be considered for additional reimbursement.

**20. INSURANCE PROGRAM**

**20.1 Disability Insurance**

The County agrees to deduct from an employee's wages, the authorized payments for coverage an employee purchases from the Union's agent for Health and Accident Insurance Program.

Effective October 1, 1995 the County agrees to participate in an income protection plan for injuries or illness that are non work related for the following classifications only:

Account Clerk  
Sr. Account Clerk  
Typist  
Senior Typist  
Institutional Cook  
Photo Technician  
Records Clerk  
Senior Clerk  
Automotive Mechanic  
Cook Manager  
Remedial Education Instructor  
Sr. Automotive Mechanic

Benefit level will be 26 weeks maximum, based on 50 percent of wages to a maximum of \$145.00 weekly. A seven (7) calendar day waiting period will be required.

There will be three options available in regards to use of disability in conjunction with sick time:

- Option 1: Use all sick time and then, if eligible as determined by insurance carrier and New York State Law/Regulations, use disability.
- Option 2: Elect disability, if eligible as determined by insurance carrier and New York State Law/Regulations, and "freeze" sick time accrued.
- Option 3: Elect sick time with disability money used to extend sick time. Amount of disability paid would be divided by

employee's hourly rate and number of sick hours it equals would be credited. With this option, disability check would be sent directly to the County.

With any option, sick time may be used for the seven (7) calendar day waiting period if employee has accrued sufficient hours.

Employees will pay .60 per week for the above coverage with County to fund the balance.

The County agrees to deduct from an employee's wages, the authorized payments for coverage an employee purchases from the Union's agent for health and accident insurance program.

The Union shall have the right to designate a representative of this agent to visit employees on-the-job for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, he notifies the Director of Personnel and gives him total assurance that no inordinate interruption in the work of the employees will be involved.

## 20.2 Health Insurance

The County agrees to provide a plan of Health and Accident Insurance with Major Medical coverage.

This coverage commences the first day of the month following a ninety (90) day period of full-time employment with the Sheriff's Department.

Effective January 1, 1994 the County will initiate a Utilization Review Program. Cost of this program will be paid by the County. The County shall select the provider of services and reserves the right to change providers or terminate the program.

Health insurance plan will consist of benefits as presently provided and co-pay prescription rider.

### 1. Prescription Drug Co-Pays:

For 2004 and 2005, the co-pays are as follows:

\$3 - Mail Order  
\$5 - Generic  
\$10 - Brand Name

Effective January 1, 2006, the co-pay will be as follows:

	<u>Retail</u>	<u>Mail</u>
Generic	\$5	\$5
Preferred (Formulary)	\$15	\$10
Non-Preferred (Non Formulary)	\$30	\$20

Effective January 1, 2007, the co-pay will be as follows:

	<u>Retail</u>	<u>Mail</u>
Generic	\$5	\$5
Preferred (Formulary)	\$15	\$20
Non-Preferred (Non Formulary)	\$30	\$55

2. Health insurance deductibles will be as follows:

	<u>Individual</u>	<u>Family</u>
January 1, 2006	\$75	\$200
January 1, 2007	\$100	\$250

The County further agrees to provide major medical coverage which shall assume eighty (80) percent of those costs not covered by the basic health plan subject to the provisions of the contract. Effective January 1, 1990 the lifetime maximum benefit for major medical shall be increased to one million (\$1,000,000.00) dollars.

Each employee enrolling will contribute \$2.50 per month with the County paying the balance.

Employees may extend this coverage to their dependents. Cost of dependent coverage will be paid seventy-five (75) percent by the County and twenty-five (25) percent by the employee. Employee contributions shall be deducted 50% from each of the two (2) checks per month.

Upon obtaining County retirement status, health and medical insurance will be provided subject to the following:

- The County will pay the entire premium for the retiree's insurance.
- The retiree will pay 100 percent of cost for dependent coverage.
- The prescription drug rider will be available to retirees and their dependents with 100% of cost for both (retiree and dependents) to be paid by retiree.
- Retirees under the age of 65 will receive Connecticut General plus Major Medical or its equivalent.
- Major Medical coverage will not be available to retirees over 65 or their dependents.
- Retirees over the age of 65 will receive Connecticut General or its equivalent, or the Medicare supplement depending on Medicare status.

Nothing contained within this section is intended to conflict or be interpreted inconsistent with the insurance contracts entered into by the County.

### 20.3 Life Insurance

Effective January 1, 2006 the County agrees to provide a \$16,000 Life Insurance Policy, free of charge, to all full-time employees. This policy includes an additional \$16,000 accidental death and dismemberment provision.

Effective January 1, 2007 the County agrees to provide a \$20,000 Life Insurance Policy, free of charge, to all full-time employees. This policy includes an additional \$20,000 accidental death and dismemberment provision.

An employee may purchase additional coverage for his dependents by paying the additional premiums.

Upon attainment of age 65 or retirement, which occurs first, the life insurance coverage afforded an employee shall remain in effect in the amount of \$5,000.00 and accidental death and dismemberment are discontinued upon retirement. To be eligible, an individual must meet the criteria of "Retiree".

This coverage commences the first day of the month following full-time employment with the Sheriff's Department.

## 20.4 Workers' Compensation

The County shall provide Workers' Compensation Insurance in compliance with the New York State Workers' Compensation Law, for an employee who is injured as a result of employment with the County.

An employee may elect to use sick leave for a work-related injury provided he indicates his intentions in writing, files the required claim forms, and assigns his workers' compensation entitlement to the County, whereupon the County shall credit the employee with sick leave accruals equal to the settlement amount divided by the employee's hourly rate of pay.

## 20.5 Administration 207-C

### GENERAL PROVISIONS

#### Section 1 - Definitions

1. Applicant: Any member of the bargaining unit making application for benefits pursuant to Section 207-C of the General Municipal Law.
2. Sheriff: The individual lawfully holding the office of Sheriff of Oswego County.
3. 207: Section 207-C of the General Municipal Law.

#### Section 2

1. This procedure shall not be construed to limit or repel additional requirements imposed by statute.
2. If any provisions of this procedure shall be held invalid in whole or in part or inapplicable to any person or situation all other provisions thereof shall nevertheless remain fully effective and the application of any such provisions to other persons not similarly situated or other situations shall not be affected.

#### Section 3 - Notice

Any member of the bargaining unit who receives or has received benefits under General Municipal Law 207-C and who commences an action against any party responsible for his/her injuries is required to give notice of the commencement of said action to the Sheriff.

#### Section 4 - Application for Benefits

An application for 207-C benefits shall not be considered unless a written report has been filed with the Sheriff within seven (7) days of the incident or as soon thereafter as practicable claimed to have given rise to the claimed disability. Application for disability for an applicant may be made by such applicant, the Sheriff, or some other person acting on behalf of and authorized by such applicant.

An application shall be deemed "untimely" unless it is received within six (6) months from the date of the incident alleged to have given rise to the disability or from the time such condition is discovered. The Sheriff may, in his/her discretion, excuse the failure to file the application within the six (6) month period upon a showing of good cause.

The application must be made on the form provided by the Sheriff and must set forth fully: (1) the time and place where such incident occurred; (2) a detailed report of the particulars thereof; (3) the nature of the applicant's injury as may be then known; and (4) the alleged incapability.

After the filing of said application, such applicant shall submit to one or more medical examination as may be authorized by the statute.

The Sheriff shall have exclusive authority to initially determine the eligibility for benefits of all applicants under Section 207. After determination is reached on the application, the Sheriff shall forthwith mail a written determination thereof to the applicant at the address specified in such application.

Pending the determination of any application, the applicant shall be paid pursuant to 207. If there is a final determination of ineligibility, the monies paid to the applicant shall be deducted from the applicant's paid sick leave or annual leave. Annual leave, to the extent of a maximum of 40 hours, health insurance benefits, seniority and retirement will accrue while an individual is being paid under 207.

If the determination is that the applicant is eligible for disability benefits under 207, then the applicant shall be so categorized. Such benefits shall continue so long as the applicant remains eligibly disabled. No employee receiving 207 benefits shall be terminated except as provided in 207-C(2) or (5).

If the determination of the Sheriff is that the applicant is not eligible for such disability benefits, then at any time within fifteen (15) days after the mailing of such notice the applicant or his counsel may serve a written notice on the Sheriff demanding arbitration pursuant to the procedure set forth at Article 7, Step 3, of the agreement subject to the following modifications:

1. Step 3-A: The employee, as well as the Union, may submit the issue to arbitration as aforesaid within thirty (30) days rather than five (5) days.
2. Step 3-C: The cost of the arbitration shall be shared equally between the County and the employee.
3. Step 3-E: Decisions or awards shall be retroactive to the date of the injury.
4. Step 3-H: The County and the applicant may be represented by counsel; the County and the applicant may require the attendance of witnesses for testimony and apply to the arbitrator for issuance of subpoenas in attendance with the rules of the AAA or PERB; The County and the applicant may employ experts and other specialists as applicable; The County and the applicant may require the production of all books, papers, documents and all other records including medical evaluations, examinations and reports; The County may require the applicant to sign forms for release of medical information with respect to the applicant, and the County shall arrange for preservation of all testimony by stenographic record and a copy of the record and a copy of any and all exhibits shall be provided to the applicant upon request.

#### Section 5- Review of Disability, Light Duty

If an individual receiving 207 disability benefits is not eligible for or is not granted a New York State duty, accidental or ordinary disability retirement and the Sheriff, after receiving an opinion from the County's physician or an opinion from the individual's own doctor or any physician appointed for the purpose of the County, that the individual is unable to perform his regular duties as a result of such injury or sickness but is capable of performing specified types of light duty, determines that such individual is capable of such light duty assignment, the Sheriff may order the individual to report for such available light duty at a certain date by mailing said notice to the individual at the address provided in the application.

The Sheriff shall have the right to apply for duty, accidental or ordinary disability retirement benefits from New York State under the Retirement and Social Security Law of New York, notwithstanding the applicant's failure or refusal to do so.

The Sheriff must provide for a hearing in the event that the individual disagrees with the determination with respect to the light duty assignment and requests a hearing pursuant to the procedure outlined above as to arbitration of 207 disputes.

Pending the determination of any application, the applicant shall be paid pursuant to 207. If there is a final determination of ineligibility, the monies paid to the applicant shall be deducted from the applicant's paid sick leave or annual leave.

The Sheriff is hereby authorized to make periodic reviews of the cases of members receiving disability benefits for the purpose of determining whether they continue to be entitled to disability benefits and in furtherance thereof may take such action as is authorized by this Article.

#### 20.6 Annual Physical

Annual physicals for all employees shall be provided by a physician designated by the Sheriff with costs assumed by the Department.

Employees shall be required to comply with all reasonable recommendations of the physician. Should an employee feel the recommendations unfair, he may secure another medical opinion at his own expense and shall be required to comply with the mutually agreed to recommendations of both physicians.

Employee representatives and the Sheriff's representatives shall study and develop mutual physical standards.

Effective January 1, 2006, dependents may have a physical exam by their personal physician. The dependents will have a \$50 co-pay for each physical exam. The County's maximum contribution per exam is \$150. Dependents between the ages of 18 and 44, may have a physical exam every other year. Dependents age 45 or older, and dependent children under the age of 18, may have an annual physical. The physical exam cost includes any non-covered lab fees, x-rays, well-baby immunizations, etc... The PSA test, mammogram and Pap smear costs are presently covered. Physicals will not be covered by major medical.

#### 20.7 Modification of Plan

The County may change the present group medical and/or life insurance plans and/or carrier provided, that any new plan and/or carrier put into effect will not result in an overall diminishment of the present benefit package and that there will be no loss of benefits because of such changes.

The County agrees to confer with the Union prior to any modification.

Employees enrolled for GHI Dental coverage through Health and Welfare Fund may extend coverage to their dependents with the full cost of dependent coverage to be paid by the employee.

20.8 Union Health and Welfare Fund

The County agrees to provide the Union \$12.50 per month per member of the bargaining unit effective January 1, 2000, increasing to \$15.00 effective January 1, 2001 and \$17.50 effective January 1, 2002, increasing to \$20.00 effective January 1, 2008 per month per member of the bargaining unit. This money will be provided for the specific purpose of purchasing insurance for members of the bargaining unit. The Union agrees to provide the County with necessary documentation in regards to the insurance purchased with these funds.

Failure to provide documentation as requested or misuse of funds will result in the immediate suspension of payments by the County.

**21. RETIREMENT AND SOCIAL SECURITY**

21.1 Retirement

The County shall provide a retirement plan to all eligible employees in accordance with the Laws pertaining to the New York State Employees' Retirement System. A noncontributory plan is provided to eligible employees who joined prior to July 1, 1976. Those who joined on or after July 1, 1976 must contribute. An additional benefit for unused sick leave is provided (Section 41j).

Effective immediately all Corrections personnel eligible shall be enrolled in the 89-P twenty-five (25) year retirement plan.

The County shall complete all steps necessary to provide and make effective on January 1, 2002 duty disability retirement for all eligible Corrections personnel pursuant to Chapter 639, Laws of 1999 and Chapter 603, Laws of 2000.

The County's liability under this Article is limited to payment of costs as billed by the State Retirement System.

21.2 Social Security

An employee shall be provided Social Security coverage.

**22. LIABILITY LIMITATIONS**

Regarding the provisions of the articles contained herein, pertaining to insurance programs, retirement plans, and social security provisions, it is understood that the County's liability under these articles is limited to making the required contributions.

## 23. TENURE PROVISION

### 23.1 Full-Time Status

A regular full-time employee is one who occupies a budgeted line item position, and who is scheduled and works on a full-time basis for the County and is thereby entitled to all rights and benefits of the agreement.

### 23.2 Temporary Status

A temporary employee is one who is replacing a full-time employee for a specified period of time, and who is scheduled and works a full work day and work week and is thereby entitled to rights and benefits of the agreement during the period of his employment, with the following exceptions: insurance program and disciplinary procedures.

### 23.3 Part-Time Status

Part-time employees shall be defined, consistent with the Classified Rules of Civil Service, as employees who are regularly scheduled to work twenty (20) hours or less per calendar week or who earn less than fifty percent (50%) of the base rate of classification assigned on an annual basis.

Prisoner transport, hospital guard duty, and short term openings (defined as one (1) week or less absence of an employee) may use part-time after exhaustion of recall list of regular employees.

Fair, field days, and similar special events 50/50 regular employees and part-time personnel. May also fill in with part-time after exhaustion of recall list of eligible employees.

Part-time employees may be assigned without restriction for any absence of an employee scheduled to be in excess of one (1) week.

### 23.4 Probationary Term

#### A. Competitive and Non-Competitive Class Positions

Oswego County's Rules for the Classified Civil Service (Rule XIV) shall govern the probationary terms for all Competitive and Non-competitive Class positions listed in Appendix A.

Correction Officers shall have a probationary term of not less than eight (8) nor more than fifty-two (52) weeks. All other titles in Appendix A shall be for a probationary term of not less than eight (8) nor more than twenty-six (26) weeks.

Appointments shall become permanent upon the retention of the probationer after completion of the maximum period of service (26 weeks or 52 weeks in the case of and Correction Officers) or upon earlier written notice following the completion of the minimum period of service that the probationary term is successfully completed. A copy of such written notice must be sent to the Director of Personnel.

### 23.5 Seniority

Seniority shall be defined as length of continuous service in the department in rank determined from the highest rank in decreasing order. Seniority shall be applicable to the extent that when all other relevant factors are equal, seniority will be the determining factor.

### 23.6 Layoff Rights

#### A. Competitive Class Positions

In the event of a mandatory reduction in the work force or the abolition of Competitive Class positions, the Personnel Department will proceed according to Section 80 of the New York State Civil Service Law and Rule XXVI of Oswego County's Rules for the Classified Civil Service.

#### B. Non-Competitive Class Positions

In the event of a mandatory reduction in the work force or the abolition of Non-competitive positions, seniority as defined by this agreement shall be used for preference in retention.

### 23.7 Reinstatement

The Sheriff, at his discretion, may reinstate within one year an employee who has resigned from his position. A reinstated employee shall be paid at a salary rate within the grade for the position in which he is reinstated.

## 24. DISCIPLINE PROCEDURE

### 24.1 Application

All full-time personnel other than temporary, provisional or probationary employees shall receive the full protection of this provision as it is applicable to reprimand, fine, demotion, suspension or discharge.

Competitive Class employees shall be entitled to the full protection of all applicable provisions of the Civil Service Law in all disciplinary proceedings.

## 24.2 Definition

Where the Sheriff or his commanding officers seeks the imposition of a written reprimand, suspension without pay, or dismissal from service, the following procedure shall be utilized: Discipline shall be imposed for incompetency or misconduct, defined as a violation of the established Rules of Conduct of the Department.

## 24.3 Representation

An employee who has had charges placed against him, shall be entitled to representation by the Union, or an Attorney, at every stage of the proceedings.

## 24.4 Notification

A notice of disciplinary action shall be made, in writing, and served upon the employee. The specific acts for which discipline is being imposed, and the penalty proposed, shall be specific in the notice. The Notice served on the employee shall contain: a description of all alleged acts and conduct, including reference to dates, times and places. The employee may accept the disciplinary action, or has the right to object to the proposed action by filing a written response with the Sheriff within five (5) days of notification.

## 24.5 Departmental Hearing

Upon timely filing of response, the employee shall be entitled to a meeting to present his position to the Sheriff and the appropriate commanding officer. This meeting shall be held within five (5) days of the filing of a response. A written decision shall be rendered within two (2) working days of such meeting. A written record of this meeting shall be made and provided to all parties involved.

## 24.6 Advisory Arbitration

Following receipt of the decision from the departmental hearing with the Sheriff, the employee will have five (5) days within which to file a written appeal from that decision and a request for advisory arbitration.

Following such appeal, a list of arbitrators will be requested from the Public Employment Relations Board or the American Arbitration Association from which the parties may select an arbitrator. A written decision of an arbitrator resulting from the arbitration of a disciplinary matter will be submitted to the Sheriff and will be entirely advisory in nature and will not be binding upon any of the parties. Disciplinary arbitrators will confine themselves to a recommendation concerning guilt or innocence and the appropriateness of proposed penalties, and shall neither add to, subtract from nor modify the provisions of this agreement. The cost of the advisory arbitration will be shared equally by both parties.

#### 24.7 Determination

The final authority for disciplinary action will be retained by the Sheriff. Based upon the findings of the department hearing, and the recommendations of the advisory arbitration, the Sheriff shall determine the imposition of appropriate action consistent with the evidence, nature, and degree of the offense.

### 25. **DEPARTMENTAL MEETINGS**

The Sheriff or Undersheriff shall convene a minimum of four departmental meetings annually. The purpose of the meetings will be for providing communication, discussion and resolution of problems between management and the work force. Attendance shall be voluntary and employees in attendance shall not be entitled to premiums or compensation. These meetings shall be for corrections' personnel.

### 26. **INCENTIVE PROGRAM**

#### 26.1 Principle

It shall be the stated policy of the Sheriff to encourage the incorporation and utilization of educational and career incentives wherever possible to better develop an employee's capabilities.

#### 26.2 Training

All employees shall complete basic training required for their rank. Basic training shall coincide with the employees work week. In service training, seminars, and institutes required by the Sheriff shall be scheduled during regular duty hours when possible. Any employee required to report during off-duty hours shall be credited with hours in actual training toward 40 in a week.

Off-duty training hours will be included when calculating overtime for hours over 40 in a week.

#### 26.3 Reference Material

One (1) copy of the New York State Corrections Law will be available at each work station at the Correction Facility. The Sheriff will also make available to Corrections Personnel three (3) copies of the Criminal Procedure Law, three (3) copies of Vehicle and Traffic Law and three (3) copies of the Penal Law. Materials will be updated annually by the Sheriff.

All materials shall remain the property of the Department and shall be maintained properly by the employee and returned to the Department upon leaving

the service of the Department. Failure to meet these obligations shall result in the employee reimbursing the Department the cost of replacement.

#### 26.4 Vacancies

##### A. Competitive Class Positions

Vacancies in Competitive Class positions will be filled in accordance with Civil Service Law.

##### B. Non-Competitive Class Positions

When a vacancy occurs in a Non-competitive position, notice of such vacancy shall be posted fifteen (15) days prior to any reappointment to the vacancy. Notice shall contain the title(s) of position(s) to be filled, minimum qualifications, work location, salary, and last filing date for applications.

All interested candidates may file applications with the Sheriff, prior to the last filing date announced. In the event that emergency or necessity requires the immediate filling of the vacancy, a temporary appointment not to exceed thirty (30) days may be made pending completion of these provisions. An extension of an additional thirty (30) days will be provided in the event of County imposed hiring or replacement restrictions.

#### 26.5 Promotions

##### A. Competitive Class Positions

Promotions into Competitive Class positions will be made in accordance with Civil Service Law.

##### B. Non-Competitive and Flaherty Positions

Promotions into Non-competitive Class and Flaherty positions shall be made by the Sheriff on the basis of qualifications and ability; including but not limited to experience, training, education, past performance and seniority.

The Sheriff shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably. At the request of the Union, the Sheriff shall provide an oral discussion of reasons for the denial of an employee's bid for a vacancy, confirmed in writing upon further request.

## **27. UNIFORMS**

### **27.1 Initial Issuance**

Corrections Officers and any other personnel, who at the discretion of the Sheriff, shall be ordered to wear uniforms, shall be provided those items as designated in the attached Appendix B. This shall be considered the officer's initial issuance. The initial issuance shall be provided new officers within 90 days of start date with all items issued new or like new condition.

### **27.2 Standards**

The Sheriff shall prescribe the uniforms to be worn by employees on duty. All items shall be consistent with standards established by the Sheriff in conformance with uniform standards of the New York State Sheriff's Association.

Employees shall keep this initial issuance up-to-date at all times. Employees shall be subject to inspection to insure compliance with standards and issuance maintenance.

Uniforms and equipment provided by the Sheriff shall be used by employees while performing their official duties in the service of the Sheriff's Department only. Any other use not specifically authorized by the Sheriff, in writing, shall be subject to disciplinary action.

### **27.3 Maintenance and Replacement Allowance**

Effective January 1, 2006 each officer assigned to the corrections division shall receive a uniform maintenance and replacement allowance of \$550.00. This allowance shall be utilized for replacement and cleaning of an officer's initial issuance. A first year employee is entitled to no allowance. A second year employee shall be entitled to a prorated allowance for the balance of the year based upon their anniversary date. Thereafter, an employee shall receive his allowance in a lump sum payment on or before January 30th.

Effective with the change of uniforms in October 2002, all uniform personnel will receive new Blauer or equivalent quality uniforms, the specifications of which have already been provided to and agreed by the Sheriff. As a result of the issuance of these new uniforms, the payment of the uniform maintenance and replacement allowance due on or before January 30, 2002 is waived.

An employee who loses his badge shall be obligated to reimburse the Sheriff the cost of replacement.

Ballistic vests shall be replaced seven (7) years from day of issue at County's expense.

#### 27.4 Uniforms and Termination

When an employee terminates his employment with the Sheriff's Department, he shall return his initial issuance prior to receipt of his final paycheck. An employee shall reimburse the County his annual allowance on a prorated basis. Failure to do so shall require the employee to be liable for the value of such items.

#### 27.5 Personal Property Replacement

In the judgment of the Sheriff, and upon the approval of the Public Safety Committee, the County shall replace any glasses and dentures, if lost or damaged in the line of duty, provided the loss of the same and the circumstances surrounding the loss are promptly reported to the superior officer of the shift. The County will also replace contact lenses but only when lenses are required for other than cosmetic reasons. Individuals must provide sufficient evidence of need and receive prior approval of Sheriff prior to wearing contacts on duty.

The County will establish annually a fund in the amount of \$250.00 from which claims by the Sheriff's Department employees may be paid to cover the estimated replacement value of duty related personal equipment lost or damaged in the line of duty provided that: (a) the use of the particular piece of duty related equipment was approved in advance of such use by the Sheriff; (b) said loss or damage occurs through no negligence on the part of the employee; (c) said loss or damage is reported as soon as possible immediately to the superior officer of the shift; and (d) reimbursement for the particular item is approved by the Sheriff.

#### 27.6 Uniform and Equipment Committee

A Committee, comprised of Union members, shall be established to review from time to time, schedules and standards on required uniforms, equipment and problems relating thereto, and to make recommendations regarding the same to the Sheriff and the Public Safety Committee of the Legislature.

### 28. ADMINISTRATION OF SALARY PLAN

#### 28.1 Compensation Rate

Each employee will receive a contract ratification incentive payment of \$650 (less required taxes). This payment is pensionable, but is not added into salary schedule. The \$650 contract ratification incentive and retroactive 1/1/05 raise will be included in two separate checks, to be paid no later than September 30, 2005.

The following general wage increases are contained in Appendix C, D, E and F:

January 1, 2005	2.75% (retroactive to January 1, 2005)
January 1, 2006	3.00%
January 1, 2007	3.00%
January 1, 2008	3.00%

#### 28.2 Merit Increment

A full-time permanent employee shall be eligible to earn an increment step on the anniversary date of their most recent appointment. Increments will be based upon the attached salary schedules designated Appendix C, D, E and F.

Increments are earned on the basis of performance and shall be awarded at the discretion of the Sheriff, based upon a written performance evaluation, reviewed and discussed with the employee.

#### 28.3 Longevity Increment

Longevity increments shall be awarded an employee upon completion of their tenth, fifteenth and twentieth years of continuous service. A twenty-fifth year longevity increment shall be awarded to all non-uniformed personnel.

A longevity increment shall not be awarded in the same year an employee received a merit increment.

#### 28.4 Temporary, Seasonal, and Part-time

Temporary, Seasonal, and Part-time employees shall be paid on an hourly basis for actual hours worked. The rate of part-time shall be the hourly rate for the starting salary of the position held.

#### 28.5 Starting Salary

All new full-time employees shall be compensated at the base salary of the position to which they are appointed.

#### 28.6 Salary on Promotion

When an employee is appointed to a higher grade on a provisional, temporary or permanent basis, he/she shall be placed on the same step in the new grade and retain credit for previous service.

## 28.7 Work Security

An employee may be assigned, temporarily, to perform duties of a higher classification in a situation deemed to be in the best interest of the Department, as determined by the Sheriff. In the event he is so assigned for three (3) consecutive work shifts, he shall be compensated for such duties during the period he performs at a rate of pay, equal to said higher rank or pay scale.

Absent unusual or compelling circumstances, the senior qualified employee shall receive the upgrade. In the event an employee other than the senior qualified employee is to be upgraded, under this provision, the Sheriff shall contact the Union prior to upgrade.

## 28.8 Shift Premium

Employees working regularly scheduled shifts, shall be entitled to a shift premium of forty-five (45) cents per hour for the second shift and fifty (50) cents per hour for the third shift.

An employee filling in for an absent employee shall be entitled to the shift premium that the absent employee would have been eligible for.

Employees working beyond normal hours as a replacement for an absent employee shall receive shift differential the absent employee would have been eligible to receive.

Employees working overtime or beyond normal hours of work will continue to receive shift differential they were eligible to receive during the normal work day unless replacing another employee in which case they will receive shift differential of the employee they are replacing.

## 28.9 Demotions

When an employee is demoted to a lower rank position, he shall be paid at a rate which is within the established pay grade for the lower rank position. The rate of pay shall be at the lower rank and shall include credit for prior consecutive years of service with the Department.

## 28.10 Reallocation Downward

When an employee's position is reallocated to a lower class position, the employee shall be permitted to retain his salary at the time of reallocation. The employee shall not receive less during the period of incumbency (except in the event of a general service wide reductions) but shall not be entitled to a salary or

longevity increase until the salary at the lower class rate equals, or exceeds the incumbent's salary, at which time the incumbent shall be placed on the new grade.

28.11 Educational Incentive Premium

For incumbent employees, an annual Educational Incentive Premium shall be paid to all regularly scheduled full-time employees who possess the following academic degree from an accredited education institution:

Associate Degree	\$250.00
Baccalaureate Degree	\$400.00
Masters Degree	\$600.00

Should the job specifications and requirements for any position require degree credits, the Education Incentive Premium shall not be paid.

Such differential shall not be compounded and shall only be paid to an employee who possesses such degree which is beyond the qualification of the position that an employee holds.

Any appointment to another position within the bargaining unit will not result in the loss of a premium formerly received.

Any employee hired on or after January 1, 1988 shall be eligible for such Education Premium if he/she possesses a degree in a field related to the employee's job classification.

Only one such Educational Premium shall be applicable in any given year.

Education Incentive Premium shall be paid once per year by separate check.

28.12 Deferred Compensation

The County shall make available to all Unit members a Deferred Compensation Plan subject to provision of the contract and the administering agency.

29. SAVING CLAUSE

This agreement shall constitute the full and complete understanding between the County and the Union and may be altered, changed, added to, deleted from or modified only through mutual voluntary consent of the parties in a written and signed amendment to this agreement.

This agreement and its component provisions are subordinate to any present or future Federal or New York State Laws and Regulations.

**30. DURATION**

This agreement shall remain in effect until 11:59 P.M. December 31, 2008.

Either party hereto may, on or after June 1, 2008, serve notice in writing upon the other party of its desire to amend, modify or terminate this agreement effective January 1, 2009.

In such event the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

**LEGISLATIVE ACTION**

31. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on Aug. 16, 2006.

COUNTY OF OSWEGO  
STATE OF NEW YORK

SHERIFF'S SILVER STAR  
ASSOCIATION, INC.

Maurice J. Sullivan  
Paul A. Todd

John J.  
John E. [unclear]

The Oswego County Legislature passed Resolution No. 126 on September 15, 2005 authorizing this contract.

## APPENDIX A - COLLECTIVE BARGAINING UNIT

	<u>Grade Title</u>	<u>Civil Service Jurisdictional Class</u>
1	Account Clerk Typist	Competitive Competitive
2	Institutional Cook Photo Technician Records Clerk Senior Account Clerk Senior Clerk Senior Typist	Non-competitive Competitive Competitive Competitive Competitive Competitive
3	Automotive Mechanic Cook - Manager	Non-competitive Non-competitive
4	Remedial Education Instructor Senior Automotive Mechanic	Competitive Non-competitive
5	Correction Officer	Competitive
6	Correction Officer - Sergeant Correction Officer - Sergeant (Recreation)	Competitive Competitive

## APPENDIX B - EQUIPMENT AND UNIFORMS

### Corrections Personnel

Badge	2
Collar Insignia	2 pair
Name Tag	2
Pants	6 pair, same weight
Shirts	4 long sleeve, 4 short sleeve
Tie	1
Tie Bar	1
Hat (Stetson)	1
Jacket	1 (4 in 1 Blauer)
BDU Pant	1
Short Sleeve Polo Shirt	1
Utility Cap	1
Ammunition	60 rounds--twice a year for practice*
Gun Belts	1
Belt Keepers	4
Double Magazine Carrier	1
Handcuff Case	1
Glock Holster	1
Chemical Agent Carrier	1
Ballistic Vest	1
Handcuffs	1

- \* Twice during the calendar year the Sheriff or his designee will schedule time at the firearms range for personnel required to qualify with a weapon.

Both practice (60 rounds issued twice per year) and qualifying rounds will be fired at a single session. When practical, range time will be scheduled during duty hours. When this is not practical, actual range time will be governed by the training provision of this agreement.

**APPENDIX C - 2005 SALARY PLAN**

**2005 SALARY PLAN – 2.75%**

							<b>Longevity</b>			
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
<b>Grade</b>										
<b>1</b>	10.88	11.26	11.64	12.01	12.38	12.76	13.11	13.48	13.85	14.21
<b>2</b>	12.62	13.05	13.44	13.88	14.32	14.81	15.18	15.54	15.91	16.24
<b>3</b>	13.86	14.30	14.81	15.25	15.75	16.28	16.68	17.08	17.48	17.83
<b>4</b>	14.95	15.42	15.91	16.43	16.95	17.54	18.03	18.53	19.01	19.46
<b>5</b>	15.98	16.54	17.08	17.61	18.16	18.79	19.29	19.80	20.28	-
<b>6</b>	17.20	17.74	18.35	18.93	19.52	20.13	20.66	21.23	21.75	-

**APPENDIX D - 2006 SALARY PLAN**

**2006 SALARY PLAN – 3%**

							<b>Longevity</b>			
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
<b>Grade</b>										
<b>1</b>	11.21	11.60	11.99	12.37	12.75	13.14	13.50	13.89	14.27	14.64
<b>2</b>	13.00	13.44	13.84	14.30	14.75	15.25	15.63	16.00	16.38	16.73
<b>3</b>	14.28	14.73	15.25	15.71	16.22	16.76	17.18	17.59	18.00	18.36
<b>4</b>	15.40	15.89	16.38	16.92	17.46	18.07	18.57	19.08	19.58	20.04
<b>5</b>	16.46	17.04	17.59	18.14	18.70	19.36	19.86	20.39	20.89	-
<b>6</b>	17.72	18.28	18.90	19.49	20.11	20.73	21.28	21.86	22.40	-

**APPENDIX E - 2007 SALARY PLAN**

**2007 SALARY PLAN – 3%**

							<b>Longevity</b>			
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
<b>Grade</b>										
<b>1</b>	11.54	11.95	12.35	12.74	13.14	13.54	13.91	14.30	14.69	15.08
<b>2</b>	13.39	13.84	14.26	14.73	15.20	15.71	16.10	16.48	16.87	17.23
<b>3</b>	14.71	15.17	15.71	16.18	16.71	17.27	17.69	18.12	18.54	18.91
<b>4</b>	15.86	16.36	16.87	17.43	17.99	18.61	19.13	19.65	20.17	20.65
<b>5</b>	16.95	17.55	18.12	18.68	19.26	19.94	20.46	21.01	21.52	-
<b>6</b>	18.25	18.83	19.47	20.08	20.71	21.35	21.92	22.52	23.08	-

**APPENDIX F - 2008 SALARY PLAN**

**2008 SALARY PLAN – 3%**

							<b>Longevity</b>			
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
<b>Grade</b>										
<b>1</b>	11.89	12.31	12.72	13.13	13.53	13.94	14.33	14.73	15.14	15.53
<b>2</b>	13.79	14.26	14.69	15.17	15.65	16.18	16.58	16.98	17.38	17.75
<b>3</b>	15.15	15.63	16.18	16.66	17.21	17.78	18.22	18.66	19.10	19.48
<b>4</b>	16.34	16.85	17.38	17.95	18.53	19.17	19.70	20.24	20.77	21.27
<b>5</b>	17.46	18.08	18.66	19.24	19.84	20.54	21.07	21.64	22.16	-
<b>6</b>	18.80	19.39	20.05	20.68	21.33	22.00	22.58	23.20	23.77	-

## **MEMORANDA OF UNDERSTANDING**

### **MEMO OF UNDERSTANDING**

Effective January 1989, the County will issue bullet-proof vests to all Corrections Officers qualified for transporting prisoners. Vests will be stored at the facility correctional facility and must be worn any time Correction Officer is assigned to any duty requiring said officer to carry a weapon.

### **MEMO OF UNDERSTANDING**

The County will contribute \$100.00 toward the purchase of Gortex jackets. Employees issued such jackets as part of their initial issuance will not be eligible for this benefit. Benefit is limited to uniformed employees assigned to corrections.

Clothing Committee will meet to discuss details for jacket change and other issues.

### **MEMO OF UNDERSTANDING**

The County agrees to provide normal leather issue to all correction officers eligible to transport prisoners.

All equipment as listed shall be stored at the corrections facility and issued when required.

### **MEMO OF UNDERSTANDING**

Correction Officer-Sergeants will be issued stripes within thirty (30) days of effective date of this agreement.

### **MEMO OF UNDERSTANDING**

Both parties acknowledge that the past practice for complying with Section 20.8 has been as follows:

1. Union has contracted with an Insurance Company (currently Blue Cross/Blue Shield) to provide dental insurance for its members.
2. The County has handled the enrollment for the members by offering enrollment during "New Employee Orientation" held at the Personnel Dept.
3. The County has administered the dental plan enrollments, terminations, COBRA notices, and payment of bill.

4. The County has arranged for payroll deductions for participants to cover insurance cost in excess of the amount agreed in contract (e.g., \$17.50/month per member for 2002) toward single/family coverage/month.
5. The County has contributed the agreed upon per enrollee/per month amount by applying said amount to the bill payment.

Effective February 1, 2003 the County and the Union agree to abide by the contractual language contained in Section 20.8 of the Agreement, which reads as follows:

"The County agrees to provide the Union . . . \$17.50 effective January 1, 2002 per month per member of the bargaining unit. This money will be provided for the specific purpose of purchasing insurance for members of the bargaining unit. The Union agrees to provide the County with necessary documentation in regards to the insurance purchased with these funds.

Failure to provide documentation as requested or misuse of funds will result in the immediate suspension of payments by the County."

The County and the Union further agree that effective February 1, 2003:

1. The term "member" as used in Section 20.8 will not apply to employees on "unpaid" leave of absence, other than those on unpaid "Military" leave.
2. The Union will be responsible for all aspects of insurance plan administration, including COBRA, if applicable.
3. The County's only obligation to Blue Cross/Blue Shield beyond February 1, 2003 will be to pay them for coverage through January 31, 2003.
4. The County reserves the right to discontinue processing payroll deductions by giving the Union notice upon expiration of current contract. The Union agrees to the following parameters for the payroll deduction process:
  - Any changes (change in coverage, adding or dropping employees) must be received in the Personnel Office by the end of the day on the Monday following the issuing of paychecks. Attached form to be used to communicate the change.
  - Payroll deduction will be for the single or family rates only. Any refunds due to employees for over payment or additional payment due for under payment will be the responsibility of the union.

- Union to give Personnel 30-day notice to implement a rate change.
  - The County will "direct deposit" the payroll deduction amount on the Monday following the Thursday pay date to the HSBC Silver Star Union Account \_\_\_\_\_, Routing # \_\_\_\_\_. Payroll deduction report will be mailed to the Union Treasurer.
5. Personnel staff will hand out enrollment forms at New Employee Orientation (if made available by Union) and instruct employee to complete and send to union.
  6. The County agrees to a one-time start up payment in the amount of \$2,500 to the Health and Welfare Fund, said payment (direct deposit to HSBC) to be made within ten (10) days of the execution of this Agreement. The Union, on behalf of itself and its members acknowledge that upon payment of the \$2,500, the County does not owe the Union or its members any past premiums up to February 1, 2003. The Union, on behalf of itself and its members hereby acknowledges and releases and discharges the County from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, damages, judgments, claims, and demands whatsoever in law, admiralty or equity which against the union or its members, the County ever had up to February 1, 2003, with respect to premiums owed the Union or its members with respect to the Health and Welfare Fund.
  7. The Union shall indemnify and hold the employer harmless regarding any claims and suits pertaining to the Welfare Fund from February 1, 2003 onwards, including legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgments or awards resulting therefrom. The employer's sole obligation under this contract is to make payments provided herein to the Union Welfare Fund.
  8. The County will make the first two months' payments based on the active employee count as of March 1, 2003. Subsequent "direct deposits" to HSBC account will be made based on the active employee count as of the first working day of the month.
  9. The "direct deposit" will be processed by county voucher and will occur on the same date as the next payroll deduction deposit is made. A copy of the voucher and the list of employees will be mailed with the payroll deduction report to the Union Treasurer.
  10. The Union will send a copy of their insurance bill to the Personnel Dept. on a monthly basis. This will satisfy the documentation requirement of Section 20.8.