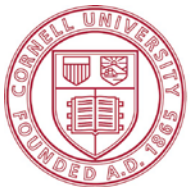

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A G R E E M E N T

BETWEEN THE

COUNTY OF SARATOGA

SHERIFF
AND

SARATOGA COUNTY DEPUTY SHERIFF'S

POLICE BENEVOLENT ASSOCIATION

JANUARY 1, 2005 - DECEMBER 31, 2009

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RELATIONS BOARD

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PREAMBLE

It shall be the purpose of this Agreement and the public policy of the County of Saratoga - Saratoga County Sheriff (respectively referred to herein as the "County", "Sheriff" or collectively "Employer") and the Saratoga County Deputy Sheriff's Police Benevolent Association, (herein referred to as the "Union",) to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

ARTICLE I

RECOGNITION

Section 1. The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. Pursuant to Section 208 of the Civil Service Law, the Union shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

Section 3. The Union shall have exclusive payroll deduction of authorized deductions for employees.

Section 4. The Employer shall deduct from the wages of employees and remit to the Union or its designated agent regular membership dues. In addition, the Employer shall deduct on a bi-weekly basis an amount of money designated by the employee in writing from the paycheck of such employee who wishes a deduction(s) for United States Bonds and/or a Credit Union.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the Employer for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the Employer by the Union.

Section 5. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the employees of the Sheriff's Department inclusive of all certified police officers in the following positions: Deputy Sheriff/Patrolman, Deputy Sheriff/Sergeant, Deputy Sheriff/Investigator, Deputy Sheriff/Civil and Deputy Sheriff/Lieutenant.

ARTICLE III

COMPENSATION

Section 1. The attached compensation schedule shall be implemented and effective January 1 of the indicated years (2005, 2006, 2007, 2008 and 2009)(See attached schedules).

SHERIFF COMPENSATION SCHEDULE
EFFECTIVE JANUARY 1, 2005

	AUTHORIZED POSITIONS		SALARY STEPS					LONGEVITY INCREMENTS									
		2005 BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	13th	15th	17th	19th	21st	23rd	25th
Sheriff Lieutenant	c-2	42,230	48,047	48,845	49,634	52,168	52,968	55,417	56,223	58,299	58,699	59,099	59,499	59,899	60,299	60,699	61,099
Sheriff Investigator	c-2							53,802	54,602	57,323	57,723	58,123	58,523	58,923	59,323	59,723	60,123
Dep Shrf, Sergeant	c-13	38,178	43,348	44,153	44,935	47,458	48,264	50,777	51,594	56,349	56,749	57,149	57,549	57,949	58,349	58,749	59,149
Sheriff Investigator	c-7	36,706	41,823	42,642	43,006	45,941	46,746	49,186	50,003	54,399	54,799	55,199	55,599	55,999	56,399	56,799	57,199
Dep Shrf, Patrolman	c-76	34,984	39,936	40,741	41,552	44,052	44,852	47,316	48,114	49,999	50,399	50,799	51,199	51,599	51,999	52,399	52,799

SHERIFF COMPENSATION SCHEDULE
EFFECTIVE JANUARY 1, 2006

	AUTHORIZED POSITIONS		SALARY STEPS					LONGEVITY INCREMENTS									
		2006 BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	13th	15th	17th	19th	21st	23rd	25th
Sheriff Lieutenant	c-2	45,169	51,219	52,049	52,869	55,505	56,337	58,884	59,722	61,881	62,281	62,681	63,081	63,481	63,881	64,281	64,681
Sheriff Investigator	c-2							57,204	58,036	60,866	61,266	61,666	62,066	62,466	62,866	63,266	63,666
Dep Shrf, Sergeant	c-13	40,955	46,332	47,169	47,982	50,606	51,445	54,058	54,908	59,853	60,253	60,653	61,053	61,453	61,853	62,253	62,653
Sheriff Investigator	c-7	39,425	44,746	45,597	45,976	49,028	49,865	52,404	53,253	57,825	58,225	58,625	59,025	59,425	59,825	60,225	60,625
Dep Shrf, Patrolman	c-76	37,634	42,783	43,621	44,464	47,064	47,896	50,458	51,289	53,249	53,649	54,049	54,449	54,849	55,249	55,649	56,049

SHERIFF COMPENSATION SCHEDULE
EFFECTIVE JANUARY 1, 2007

	AUTHORIZED POSITIONS		SALARY STEPS					LONGEVITY INCREMENTS									
		2007 BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	13th	15th	17th	19th	21st	23rd	25th
Sheriff Lieutenant	c-2	48,226	54,517	55,381	56,234	58,975	59,840	62,489	63,361	65,606	66,006	66,406	66,806	67,206	67,606	68,006	68,406
Sheriff Investigator	c-2							60,742	61,607	64,551	64,951	65,351	65,751	66,151	66,551	66,951	67,351
Dep Shrf, Sergeant	c-13	43,843	49,435	50,306	51,152	53,881	54,752	57,470	58,354	63,497	63,897	64,297	64,697	65,097	65,497	65,897	66,297
Sheriff Investigator	c-7	42,252	47,786	48,671	49,065	52,239	53,110	55,750	56,633	61,388	61,788	62,188	62,588	62,988	63,388	63,788	64,188
Dep Shrf, Patrolman	c-76	40,389	45,745	46,615	47,493	50,197	51,062	53,727	54,591	56,629	57,029	57,429	57,829	58,229	58,629	59,029	59,429

SHERIFF COMPENSATION SCHEDULE
EFFECTIVE JANUARY 1, 2008

	AUTHORIZED POSITIONS		SALARY STEPS					LONGEVITY INCREMENTS								
		2008 BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	13th	15th	17th	19th	21st	23rd	25th
Sheriff Lieutenant	**c-2**	51,405	57,948	58,846	59,733	62,584	63,484	66,239	67,145	69,480	69,880	70,280	70,680	71,080	71,480	71,880	72,280
Sheriff Investigator	**c-2**							64,422	65,322	68,383	68,783	69,183	69,583	69,983	70,383	70,783	71,183
Dep Shrf, Sergeant	**c-13**	46,847	52,663	53,568	54,448	57,286	58,192	61,019	61,938	67,287	67,687	68,087	68,487	68,887	69,287	69,687	70,087
Sheriff Investigator	**c-7**	45,192	50,948	51,868	52,278	55,579	56,484	59,230	60,148	65,093	65,493	65,893	66,293	66,693	67,093	67,493	67,893
Dep Shrf, Patrolman	**c-76**	43,255	48,824	49,730	50,642	53,455	54,354	57,126	58,024	60,144	60,544	60,944	61,344	61,744	62,144	62,544	62,944

SHERIFF COMPENSATION SCHEDULE
EFFECTIVE JANUARY 1, 2009

	AUTHORIZED POSITIONS		SALARY STEPS					LONGEVITY INCREMENTS								
		2009 BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	13th	15th	17th	19th	21st	23rd	25th
Sheriff Lieutenant	**c-2**	54,711	61,516	62,450	63,372	66,337	67,273	70,138	71,081	73,510	73,910	74,310	74,710	75,110	75,510	75,910	76,310
Sheriff Investigator	**c-2**							68,249	69,184	72,368	72,768	73,168	73,568	73,968	74,368	74,768	75,168
Dep Shrf, Sergeant	**c-13**	49,971	56,019	56,961	57,876	60,827	61,770	64,710	65,666	71,228	71,628	72,028	72,428	72,828	73,228	73,628	74,028
Sheriff Investigator	**c-7**	48,249	54,235	55,193	55,619	59,052	59,994	62,849	63,804	68,947	69,347	69,747	70,147	70,547	70,947	71,347	71,747
Dep Shrf, Patrolman	**c-76**	46,235	52,027	52,969	53,918	56,843	57,779	60,661	61,595	63,800	64,200	64,600	65,000	65,400	65,800	66,200	66,600

ARTICLE IV

LONGEVITY

Longevity increments are reflected in the attached salary schedule. The longevity increments are not subject to the percentage (%) increase applicable to the salary steps in succeeding years of the agreement.

ARTICLE V

WORKDAY - WORKWEEK

All Sergeants, Deputies, and Investigators, of the Sheriff's Department shall work a five (5) day, eight (8) hour per day workweek inclusive of a one-half (1/2) hour lunch period for each of the established shifts.

Employees shall have two (2) consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours off each week. The normal work period for all Sergeants, Deputies, and Investigators in the Sheriff's Department shall be ten (10) days for each fourteen (14) day pay period.

Shifts established for all Sergeants and Deputies are 8:00 a.m.-4:00 p.m., 4:00 p.m.-12:00 a.m., 12:00 a.m.-8:00 a.m. subject to change by agreement of both the employees and the Sheriff.

Investigator and Deputy Sheriff Lieutenant shifts are per labor management agreement.

All positions shall be open for bid annually for fixed shifts and days off by seniority.

The Civil Deputies shall work five (5) days, eight (8) hours per day, per week, including one-half (1/2) hour for lunch, Monday through Friday, 6:00 a.m. - 2:00 p.m. and noon to 8:00 p.m., subject to change by agreement by both the Employees and the Sheriff.

Employees will be able to swap shifts within their job descriptions and assignments.

Saturday/Sunday days off will be in effect for 2 Road Patrol positions, for each shift.

ARTICLE VI

OVERTIME, COMPENSATORY PAYMENT & OTHER BENEFITS

Section 1. All unit employees of the Sheriff's Department shall receive pay at the rate of time and one-half (1 1/2) the scheduled hourly rate for all hours worked beyond forty (40) hours in a seven (7) day work period or compensatory time off as per Section 5. To determine the hourly rate of such employees, their present salary shall be divided by 2080 hours.

Section 2. A minimum of three hours call-in pay at the straight time rate shall be given to employees who are required to appear for any departmental business, including court, parole hearings, probation hearings, motor vehicle hearings, any departmental ordered meetings, or call-in for any reason. If the appearance exceeds two (2) hours, such employee shall be compensated at the overtime rate.

Section 3. When computing overtime, any leave time taken and deducted from an employee's accumulated credit shall be considered as a day worked.

Section 4. The Employer agrees to provide for meal allowances not to exceed the amount of $4.00 for breakfast, $8.00 for lunch and $12.00 for dinner (provided proper receipts are submitted) to employees who are on transport assignment to points outside the County where, because of the distance, returning to the reporting center for the meal period is impossible.

Section 5. All personnel covered under Section 1 of this Article shall be allowed to take compensatory time off at the rate of one and one-half (1 1/2) times the hours worked beyond the forty (40) hours referred to in Section 1 if they so desire or be paid at the rate of time and one-half (1 1/2) in accordance with Section 1 of this Article. Time off shall be taken with the approval of the Department Head.

A statement of the compensation time available to the different members of the bargaining unit shall be provided to the President of the PBA on January 1st and June 1st of each year of the Agreement until such time as the County's computer system tracking and setting forth the compensation time earned and available to individual members is on-line and operational.

ARTICLE VII

RETIREMENT AND HEALTH INSURANCE

Section 1.

A. The Employer shall continue to provide Section 89-A (Twenty-Five Year Non-Contributory Retirement Plan) under the New York State Employee's Retirement System for all employees of the Sheriff's Department who are directly engaged in criminal law enforcement activities as well as to provide the employee with the prerogative of purchasing service credit for World War II military service. The Employer further agrees to continue the option of applying unused sick leave as additional service credit upon retirement.

B. Effective January 1, 1986, the Employer agrees to adopt Section 89-B under the NYS Employee's Retirement System for employees of the Sheriff's Department who are directly engaged 50% or more of their time in criminal law enforcement (Road Patrol and Investigators).

C. Effective December 31, 2001, the County will adopt and implement the 25-year, 14-B contributory Retirement Plan for all eligible members of the bargaining unit.

Section 2. The Employer agrees to continue to provide the option of applying unused sick leave as additional service credit upon retirement and to continue to provide the employee with the prerogative of purchasing service credit for World War II military service when available.

Section 3. Health Insurance

A. All permanent employees shall be eligible for membership in the Saratoga County Health Insurance Plan or such other Health Plan as may be selected by the County pursuant to the terms of this agreement. Those employees hired by the County on or after July 1, 1998, shall contribute, through payroll deduction, fifteen percent (15%) towards premium cost of the their health insurance.

The Saratoga County Health Plan includes Blue Shield Hospital, Surgical, and Major Medical coverages. Effective after the completion of the next open enrollment period, after March 20, 2007, the Saratoga County Health Plan shall no longer provide to new employees, existing employees or employees in the "In lieu" program the ability to change to the Blue Shield hospital, surgical and medical coverage formerly known as Par Plus. The Employer shall pay the total cost of the Saratoga County Health Insurance Plan or other health insurance plan selected by the Employer for individual and dependent coverage as selected by the employee.

In the event of a change of the health insurance carrier, such change shall be made by the Employer only after not less than sixty (60) days written notice to and consultation with the Association. The terms "carrier" or "private carrier" shall include the County of Saratoga under any self-insurance plan. The benefits provided by the carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the Insurance Department of the State of New York.

B. The present County Health Insurance Plan will be amended in accordance with the following and be made effective as soon as such change can be made by the carrier.

1. Second Opinion Surgery (Mandatory) which provides for a 50% reimbursement (after major medical deductible) if no second opinion is received. Normal plan provisions if second opinion is received.

2. Ambulatory Surgery at 100% as an out-patient, 50% as inpatient with no hospital coverage.

3. Precertification of all elective admissions (non-emergency and non-maternity). No payments made for hospitalization in excess of precertification determination without approval of Blue Shield Panel of Doctors.

4. At the end of each plan year, current major medical deductible is subject to an adjustment equivalent to the percentage rate of medical inflation as reflected in the cost of medical procedures covered under major medical plan.

5. Effective July 1, 1998 the major medical and hospital deductibles will be increased to $200.00 per covered individual.

6. Effective upon the implementation of an Internal Revenue Code Section 125 Plan, the major medical deductible will be $300.00 per person, $600.00 for two person and $900.00 for family coverage. Effective January 1 of the year following the implementation of the Internal Revenue Code Section 125 Plan, the major medical deductible will increase to $350.00 per person, $700.00 for two person and $1,050.00 for family coverage.

7. Effective upon the implementation of an Internal Revenue Code Section 125 Plan, the inpatient/outpatient deductible will be

$300.00 per person. Effective January 1 of the year following the implementation of the Internal Revenue Code Section 125 Plan the inpatient/outpatient annual hospital deductible will be $400.00 per person.

8. Effective upon the implementation of an Internal Revenue Code Section 125 Plan, for those employees enrolled in the Blue Shield POS 213 health insurance coverage, the co-pay for office visits shall be $15.00. Effective January 1 of the year following the implementation of the Internal Revenue Code Section 125 Plan the co-pay for office visits will be $20.00.

9. Effective upon the implementation of an Internal Revenue Code Section 125 Plan, all employees enrolled in all Blue Shield coverage shall have a drug card issued for filling of prescriptions. The co-pays for prescription drugs shall be five ($5.00) dollars for generic; twenty ($20.00) dollars for formulary (preferred); and forty ($40.00) dollars for non-formulary (non-preferred) (except for those employees who opted to remain in the Traditional Plan as of the date of the implementation of the IRC Section 125 Plan).

If the implementation of the IRC Section 125 Plan does not occur until after March 1st in a given calendar year, the Plan and the increased contributions set forth in the above paragraphs will not become effective until the following January 1st.

C. From and after the date of the execution of this Agreement for all employees retiring on or after January 1, 1974, the County will assume the payment of said retiree's health insurance premiums which become due following the date of the execution of this Agreement, in accordance with the coverage (individual or family) which the employee had at the time of retirement.

Effective January 1, 2008 all employees must have ten (10) years of full-time service as a County Employee to be eligible for health insurance benefits in retirement in accordance with the level of payment and coverage the Employee had at the time of his/her retirement. Retirees living in a different geographic area than Saratoga County which may result in their use of out-of-network providers shall have health insurance provided pursuant to a side letter agreement executed contemporaneously herewith and made a part hereof.

D. Effective on the first day of the month following the signing of this document, the Employer will implement an experimental policy, for the duration of this contract, to allow employees eligible for participation in the Saratoga County Health Insurance Plan to provide for their own health insurance. Each employee (except employees whose spouses are also eligible for the plan) eligible for the Saratoga County Health Insurance Plan may elect to refuse participation in the plan and

provide their own health insurance. The County will place $150.00 in a Trust Account for each month that the employee is eligible but does not elect coverage under the County Health Insurance Plan. The employee will receive the funds so accumulated by December 15 of each year or upon separation from the County if that occurs before the December 15 date.

Section 4. The Employer shall provide New York State Temporary Disability Insurance for all employees covered under this Agreement. The employees shall pay no more than the maximum legal weekly contribution for such coverage. The Employer reserves the right to change carriers provided the benefits meet the statutory requirement.

Section 5. The Employer will provide for employees hired before July 1, 1998, at no cost the dental plan currently offered by the County's health insurance carrier. Employees hired by the County on or after July 1, 1998, shall contribute through payroll deductions fifteen percent (15%) towards the premium cost of their dental insurance.

ARTICLE VIII

HOLIDAYS

Section 1. All Sheriff Department employees shall enjoy twelve (12) paid holidays per year for the duration of this Agreement. The holidays are as follows:

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

Section 2. Holidays listed in Section 1 above shall be observed on the actual day that the holiday falls on the calendar. For example, if one of the listed holidays falls on a Saturday, then the holiday will be observed, for the purpose of this collective bargaining agreement, on that Saturday.

Section 3. If a holiday(s) falls within a vacation period of an employee, the vacation period of such employee shall be extended by the holiday(s) that falls within the employee's vacation period.

Section 4. An employee scheduled to work on the day before a holiday, a holiday or the day after a holiday shall report to work or forfeit the holiday pay. This provision shall be waived when such employee is on sick leave, duly authorized personal leave, bereavement leave or other type of duly authorized paid leave. In this instance(s) the employee

shall be deemed to have worked and shall receive the holiday pay as well as any other pay due.

Section 5. If a holiday falls on a scheduled day off of an employee, such employee shall receive a compensatory day off in lieu of the holiday.

Employees shall be entitled to bank floating/compensatory days off for a period of six (6) months. Accordingly, employees will receive pay for the holiday(s) at the end of the 13th pay period following the holidays.

Section 6. If a holiday falls on a normal work day of an employee or if the employee otherwise works on a holiday, the employee shall receive compensation for all hours worked at the rate of double time and one-half their regular hourly rate.

ARTICLE IX

VACATION

Section 1. An employee shall be entitled to vacation only upon completion of one (1) year of service.

After completion of one year of service and until the completion of six (6) years of service, an employee shall be entitled to two (2) weeks paid vacation.

After completion of six (6) years of service and until the completion of ten (10) years of service, an employee shall be entitled to three (3) weeks paid vacation.

Upon completion of ten (10) years of service, an employee shall be entitled to four (4) weeks paid vacation.

Upon completion of fifteen (15) years of service, an employee shall be entitled to four (4) weeks and two (2) days paid vacation.

Employees with fifteen (15) years or more of service will be allowed to convert up to three (3) days of annual sick leave to additional vacation leave. These additional vacation days can be used in single day increments. The three (3) additional days vacation leave will be awarded to eligible employees unless the employees notify the Department prior to December 1str of each year that he/she does not want this vacation/sick leave exchange.

Each employee's anniversary date, for vacation and personal day purposes, is January 1st. Accrued vacation shall be taken within the twelve (12) month period following January 1st. Implementation of this new anniversary date for 1995 shall be as follows:

New employees (employed for less than one year)

Hire Date	Vacation Awarded 1/1/95
1/1-2/28	10 days
3/1-3/31	10 days
4/1-4/30	9 days
5/1-5/31	8 days
6/1-6/30	7 days
7/1-7/31	6 days
8/1-8/31	5 days
9/1-9/30	4 days
10/1-10/31	3 days
11/1-11/30	2 days
12/1-12/31	1 day

*Current employee who receives 2 weeks of vacation: same as above.

3 weeks vacation

1/1-2/28	15 days
3/1-3/31	15 days
4/1-4/30	13.5 days
5/1-5/31	12 days
6/1-6/30	10.5 days
7/1-7/31	9 days
8/1-8/31	7.5 days
9/1-9/30	6 days
10/1-10/31	4.5 days
11/1-11/30	3 days
12/1-12/31	1.5 days

4 weeks of vacation

1/1-2/28	20 days
3/1-3/31	20 days
4/1-4/30	18 days
5/1-5/31	16 days
6/1-6/30	14 days
7/1-7/31	12 days
8/1-8/31	10 days
9/1-9/30	8 days
10/1-10/31	6 days
11/1-11/30	4 days
12/1-12/31	2 days

All employees who have four (4) or more weeks paid vacation shall be entitled to take two (2) weeks and two (2) days of vacation in a single day increments.

All employees who have three (3) weeks of paid vacation shall be entitled to take one (1) week of vacation in single day increments.

Section 2. Upon termination of service with the Employer, the employee shall receive cash payment for all vacation days due the employee at the time of termination.

No vacation shall accrue until the completion by the employee of twelve (12) months of employment and vacation period thereafter shall accrue only upon the completion of each twelve (12) month period of employment.

Section 3. With good reason shown and with the written approval of the Department Head and the Personnel Officer, all or any part of any employee's vacation may be carried over to the succeeding year providing that application is made to the Department Head not less than 90 days prior to the termination of the period of employment during which said vacation period would normally be taken.

Section 4. If an employee becomes ill while on vacation, such employee shall be allowed to use sick leave for illness and have said vacation time adjusted; provided such employee notifies the immediate supervisor of the change and submits a physician's statement to such supervisor upon return to work.

Section 5. Should death occur in the immediate family of an employee on vacation, such employee shall be allowed to use bereavement leave as stated in this Agreement and have vacation credited with the number of days used.

Section 6. Unless other modified by the above, the vacation selection policy of the County shall continue in full force.

Section 7. Seniority within the department shall be the basis by which employees select vacation. Seniority shall be defined as the length of an employee's uninterrupted service in a job title in a full-time position.

Section 8. Members of the bargaining unit will have the opportunity to submit their vacation requests on two different dates. The first date for members to submit their vacation requests will be no later than March 31st of each year. The second date for submitting such requests will be by June 1st of each such year. At the March 31st date, at the member's option, the member can put in for his or her total vacation available to him or her for the rest of such year. Alternatively, at the member's option, the employee can retain vacation days which he/she can submit for approval no later than June 1st, the second date that such requests may be submitted. It is understood, however, that if employees choose to retain a certain amount of their vacation time until the June 1st deadline each year, that if employees submit vacation requests at such

time, they will not have the right to bump other employees who have previously requested vacation time for the same dates and whose requests have been approved.

In other words, if an employee requests his or her full complement of vacation leave on March 31st and such vacation request is approved and a more senior employee at the June 1st deadline requests to have vacation during the same time frame, the more senior employee will not have the right to bump the other employee who had his or her vacation request, which was put in at the March 31st time frame, previously approved by the County. Within seven (7) days of the closing of vacation requests by unit members on March 31st and June 1st of each year, the unit's vacation schedule will be posted throughout the facilities of the Sheriff's Department.

ARTICLE X

LEAVE POLICIES

Section 1. Sick Leave with Pay.

An employee shall be granted sick leave with pay of one working day a month or twelve (12) working days per year. All employees shall receive a statement showing a total of all sick days accrued on a quarterly basis.

The parties have agreed that until a computer system has been installed, the employees shall receive a sick leave accrual statement upon signing of this Agreement, and then on a quarterly basis, upon request. Moreover, the Sheriff's office will be provided a list of the sick leave accrual statement applicable to the members of the bargaining unit to the President of the PBA, on January 1st of each year until such time as the County's computer system compiling and setting forth such information is on-line and operational.

A. An employee may accumulate sick leave to a maximum of 185 days.

It is the intent of the parties that the Sheriff shall have the right to take whatever reasonable action may be necessary to prevent abuse of sick leave by employees during that period of time immediately preceding retirement.

B. (1) Any employee covered under this Agreement shall be allowed to take sick leave with pay up to the maximum amount accumulated by the employee because of personal sickness or disability or because of sickness or disability of a member of each employee's immediate family, up to a maximum of one-third (1/3) of the sick leave entitlement in any one year. Immediate family shall be defined as spouse, mother, father or children. In addition, the employee shall be allowed to take such sick leave for other members of the family meeting the Internal Revenue Service dependency definition and who are living in the same household.

(2) An employee who is absent because of illness or disability for more than eight (8) consecutive days may be required by their Department Head to be examined by County-selected physician at County expense. An employee who is absent because of illness or disability for more than two (2) consecutive days may be required by their Department Head to provide a physician's statement of sickness or disability.

(3) Where an employee, because of sickness or disability, is required to remain away from employment beyond the employee's sick leave accumulation, the employee may request in writing from the Department Head extended sick leave with pay for a period not to exceed sixty (60) days in any one calendar year. The Department Head shall consider such request giving due consideration to the employee's service with the Employer and promptly transmit the request to the Personnel Officer with their recommendation. The Personnel Officer shall act on such request promptly and shall send their decision to the Department Head and affected employee. The Personnel Office shall not unreasonably deny the employee's request.

(4) Allowable and allowed sick leave time as well as other paid leaves under this Agreement shall be considered for all purposes as continuous service.

(5) Any employee isolated or quarantined because of exposure to a communicable disease while performing their duties shall receive full pay for the period of isolation or quarantine without loss of sick leave or other type of leave. In order to receive such full pay without loss of sick leave or other type of leave, the employee shall be quarantined or isolated by a public health officer.

Any employee isolated or quarantined because of exposure to a communicable disease while not in the performance of their duties shall be allowed to use their accumulated sick leave as per this Article.

(6) An employee who becomes pregnant shall be allowed to work for as long as she is physically able. The affected employee shall notify her Department Head by the fifth month of such pregnancy and present a doctor's statement of fitness by the seventh month. Prior to beginning of her leave, the employee shall provide her Department Head with a statement notifying the length of the leave and the date of her expected return. The employee shall be allowed to take a leave of absence for a period not to exceed one year.

Upon her return from the leave, the employee shall be reinstated to the position she vacated and her seniority rights and all benefits enjoyed prior to the leave shall be returned. In addition such employee shall be placed on the same step of the salary schedule which she had attained at the time such leave began.

(7) An employee who is injured because of his employment and is unable to perform his work may use his accumulated sick or vacation time, thereby receiving his full pay; or, he may elect to be paid the Workers' Compensation rate directly by the Self-Insurance Pool. His pay from the Self-Insurance Pool will be based on his degree of disability up to a maximum of 2/3 of his regular pay during the prior year for total disability. The total rate cannot exceed the current maximum Workers' Compensation rate.

If an employee has no accumulated sick or vacation days, he will be paid directly by the Self-Insurance Pool at the compensation rate.

In the event the employee uses his accumulated sick time, the Self-Insurance Pool will reimburse his employer at the proper compensation rate up to a 2/3 of salary, and the employer in turn will reinstate the equivalent sick or vacation days up to a maximum of 2/3 of the sick or vacation days used by the employee.

Lump-sum payments made for schedule loss injuries shall be retained by the employee after deducting the advance salary paid the claimant during his recovery period by his employer and/or any advance payments previously made directly to him for any period during in which his reimbursement will be made according to an order by the Workers' Compensation Law Judge. Nothing herein shall effect the member's benefits as provided under §207-C of the General Municipal Law.

Section 2. Personal Leave

After one year of service and on prior approval of the Department Head, all employees shall be granted personal leave with pay not to exceed three (3) work days in one year, which leave may be taken in one-half units or full day units as needed. Such personal leave days, when used, shall not be deducted from the employee's sick leave accumulation credits and if not used, shall be added to employee's sick leave accumulation.

Section 3. Funeral Leave

A. Employees shall be allowed to be absent without loss of pay, by reason of each death in the immediate family for five (5) calendar days dating from the death of the relative. For purposes of this Section, the term "immediate family" shall mean parent, spouse, brother, sister or child.

When circumstances surrounding the death of the immediate family member do not require the bargaining unit member to be immediately present to attend to the needs of his/her family, then the bargaining unit member, with the approval of his/her supervisor, will be allowed to use his/her five (5) calendar days of bereavement leave commencing on a date other than the date of the death of the of the immediate family member. For

example, if the immediate family member died at a location outside of the State of New York and the body was being transported back to New York for burial, the employee, with the approval of his/her immediate supervisor, would be allowed to use his or her bereavement leave commencing on the date that the body was returned to the area and that, therefore, the employee was needed by his family to attend to the matters surrounding the burial.

B. Employees shall be allowed to be absent without loss of pay, by reason of each death of a close relative for three (3) calendar days dating from the death of the relative. For purposes of this Section, "close relative" shall be defined as grandparent, grandchild, mother-in-law, father-in-law, step-brothers, step-sisters, step-parents or step-children of employee.

Section 4. Leave of Absence

A leave of absence without pay not to exceed the maximum period permitted by law may be granted for full-time employees, upon recommendation by the Department Head to the Personnel Officer for approval.

Notice of such leave of absence may be filed with such Department Head. Leave of absence may be granted for the following reasons only: professional training or improvement, extended illnesses and military service.

An employee who is granted a leave of absence by the Department Head and the Personnel Officer shall, at the termination of the leave of absence, upon application therefore, be reinstated with seniority and all accrued benefits to the position the employee held at the commencement of the leave of absence. In addition, such employee shall be placed on the same step of the salary scheduled which they had attained at the time the leave began.

A. Military Leave of Absence

(1) Any employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted a military leave of absence at full pay for all such period, not to exceed thirty (30) calendar days a year, pursuant to Sections 242 and 243 of the Military Laws of the State of New York.

(2) In addition, due to the strong support by Saratoga County of the dedication and sacrifice of all members of the Reserve and National Guard Forces of this State or Nation, the County will, in the event of the involuntary activation of a County employee to service in the Reserve or National Guard Forces of this State and Nation, the County of Saratoga will:

(a) continue any existing health insurance benefit coverage for such employees for a period of such involuntary activation not to exceed the first 180 days of such service; and

(b) pay, upon application, such employee the difference, if any, between the employee's normal County salary and the military pay for a period of such involuntary activation not to exceed the first 180 days of such service.

Section 5. If an employee leaves a department for any reason, and is rehired by the same or another department of the Employer within 90 days, all accrued sick leave, etc., shall be reinstated and the employee shall begin accruing benefits when rehired. Reinstatement shall be governed by the recommendation of the Department Head to the Personnel Officer and with said Personnel Officer's approval.

ARTICLE XI

WORKING CONDITIONS

Section 1. Where the employment in a department is carried on by shifts, no person who had been employed on a particular shift for a period of one year or more shall be changed to a different shift, except temporarily during an emergency, without the consent of the employee except where, in the discretion of the Department Head, such change is necessary for the efficient operation of such Department, in which case the employee shall be notified at least two (2) weeks in advance of such change and the reasons therefore.

In all cases of change in shift assignments, temporary or permanent, reasonable notice thereof where possible shall be afforded to the employee to allow necessary changes of that employee to accommodate change.

Section 2. The Employer shall allow representative of the Union a total of 40 days per year for the purpose of conducting Union business. However, it must be limited to 25 days for any one employee. They shall be compensated at their regular rate of pay for this time off. It is the responsibility of the employee to complete the necessary leave form furnished by the Employer which will give a 72-hour notice to the Immediate Supervisor. Two copies of the tear-off carbon form will be forwarded by the supervisor to the appropriate Department head, thereby properly notifying the Department head. The Department head will forward one copy to the Personnel Officer.

Section 3. All Sheriff Department employees shall be placed on a twenty-six (26) payroll period, whereby an employee shall be paid every two weeks.

Section 4. The Employer shall furnish a copy of this Agreement to each unit employee as well as newly hired employees as they are placed on the payroll.

Section 5. The Employer shall reimburse mileage at the maximum allowable IRS rate per mile when directed by the Sheriff to utilize private auto for County business. (Excludes normal commuting).

Section 6. In the event of a reduction in personnel in a Department, the Employer shall endeavor to offer these employees other suitable County employment.

Section 7. The employer shall furnish all employees of the County check stubs showing all deductions from their pay.

Section 8. Coffee breaks and/or rest period shall be allowed to continue but said coffee breaks and/or rest period shall not exceed two (2) per day and no such period shall exceed ten (10) minutes duration. The Department Head shall schedule coffee breaks and/or rest period for all employees.

Section 9. Free health examinations will be given to any employee, when required by the Employer, to include lab, x-ray and physician's fee. The physician will be selected by the Employer.

Section 10. Upon recommendation of the Sheriff, an employee may be reimbursed to a maximum of $200 per semester up to a maximum of $400 in any calendar year for college tuition costs, provided the courses involved are job related or part of the recognized degree program. No employee shall receive such reimbursement unless the employee receives a grade of C or better in said course. All such courses must be taken during other than normal duty hours and nothing in this Section is intended to imply that employees will be given time off to attend college courses.

Section 11. Investigators shall receive a stipend of $21.43 ($150 divided by 7) for each day on which the investigator is required to be on-call by the Sheriff.

Section 12. The Employer shall have the right to make any job or shift assignment or transfer necessary to maintain the services of the Sheriff's Department.

Section 13. Employees shall be allowed to carry their department-issued duty weapon without restriction during off duty hours, however an employee may not consume alcohol while carrying the weapon.

Section 14. The Road Patrol (including Investigators*) shall be allowed to wear the manufacturer issued nylon outer shells with their bullet

proof vests and shall be issued two inside carriers and one outside quilted carrier. Road Patrol are also entitled to have their bullet proof vests replaced, as per manufacturer's expiration date. The Labor Management Committee shall decide how bullet proof vests are to be worn, i.e, under shirt in summer, over shirt in winter, etc.

*Investigators to be issued vests compatible with their normal dress.

ARTICLE XII

SEPARABILITY

Section 1.

A. If any Article or part thereof this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any Article of part thereof should be restrained by a court of law, the remaining Articles of the Agreement, or any addition thereto, shall not be affected.

B. If a determination or decision is made as per (A) of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XIII

RECIPROCAL RIGHTS

The Employer recognizes the right of the employees to designate representative of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Legislative Body upon request of the employee.

Section 1. The parties shall so administer their obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee in violation of any of the anti-discrimination statutes.

Section 2. The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employers. The Officers and agent of the Union all have the right to visit the Employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this

Agreement. Prior to or at the time of entering the facilities of the Employer, the Officers and/or agents of the Union shall notify the Department Head or designee, if available, of the intent to visit.

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the uninterrupted operation of Government. Such free time, however, shall be charged against the time allowed by Article XI, Section 1 hereof.

Section 4. The Union agrees to do its utmost to see that its members perform their respective duties loyally, efficiently and continuously under the terms of this Agreement. The Union and its members will use their best endeavors to protect the interests of the Employer, to conserve the property, protect the public and to give service of the highest quality.

ARTICLE XIV

PAST PRACTICE CLAUSE

All terms and conditions of employment previously granted to the employees by the Employer, unless specifically excluded by or in conflict with this Agreement, shall be continued except where it is determined by the Department Head that the work load or the efficiency of the operation is impaired thereby. The "Employer" is defined as the Board of Supervisors and the Sheriff of Saratoga County.

ARTICLE XV

UNIFORMS

The Employer in the County of Saratoga shall provide the following necessary equipment to every employee of the Sheriff's Department except as otherwise stated:

1. 4 long sleeve shirts
2. 4 short sleeve shirts
3. 4 pair of uniform pants
4. 1 felt hat
5. 1 black winter jacket (type currently used)
6. 1 rain coat
7. 1 pair of uniform shoes
8. 2 black uniform ties
9. 1 tie clasp and collar brass
10. 1 shirt badge

11. 1 name plate
12. sergeants to be provided with sergeants stripes
* 13. 1 service pistol
* 14. 1 service pistol for Investigators
* 15. 1 holster
* 16. 1 pair of handcuffs and holder
* 17. 1 night stick and belt ring
* 18. 2 bullet clips
* 19. 1 lined gun belt
* 20. 4 belt keepers
* 21. bullets
22. a properly equipped portable radio
23. one (1) set of fatigues
24. Department baseball cap
25. one (1) pair of winter boots (new hires only)

All uniformed employees shall receive a uniform allowance of $425.00.

Investigators that are permanently assigned shall get the same clothing allowance as others.

Uniformed employees shall be issued 4 short sleeve shirts, 4 long sleeve shirts and 4 pairs of pants upon hire.

This allowance does not include leather items and firearms, which shall be replaced by the Sheriff when lost, stolen, worn out or destroyed. The uniform allowance shall be paid the first pay period of each January.

During the first year of service, an employee shall receive the uniform allowance pro-rated based on the hiring date of the employee as follows:

January 1 to March 31	Full allowance
April 1 to June 30	3/4 of the above allowance
July 1 to September 30	1/2 of the above allowance
October 1 to December 31	1/4 of the above allowance

Investigators shall receive those numbered items as follows: ten (10); fourteen (14); fifteen (15); sixteen (16), eighteen (18); twenty-one (21).

A $300.00 annual dry cleaning allowance shall be made to each uniformed employee. Investigators shall be included in the dry cleaning allowance. Each eligible employee shall receive a check in the amount so stated in January of each year.

ARTICLE XVI

GRIEVANCES

The grievance procedure for the employees in the bargaining unit shall be attached as Appendix B. A standard grievance form shall be used as worked out by the parties to this Agreement.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

Section 1. An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary and discharge matters in lieu and in place of procedures specified in Sections 75, 76 and 77 of the Civil Service Law.

Section 2. All employees within the non-competitive and labor class of the County shall receive, after two (2) years of full-time consecutive service, access to this provision.

Section 3. Disciplinary action shall include, but is not limited to written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the County Personnel Officer and to the Association President or other official designee. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. In the event that an employee is to receive a penalty of suspension without pay or a penalty of termination, a pre-suspension or termination hearing will be held to comply with existing case law, which hearing will involve the County, the affected employee, and representative from the Union if the employee so elects. The purpose of this hearing is solely to comply with case law regarding the need for such a hearing prior to a suspension or termination of a tenured public employee. An employee must be served with a notice of discipline either personally or, if the employee is on a leave of absence or is unavailable due to an unauthorized leave of absence, then by certified mail, return receipt requested to the employee's last known residential address. A penalty may not be imposed for at least one working day after service is complete.

Section 4. If the employee disagrees with the disciplinary action imposed, the employee may submit a request for independent arbitration to make a binding determination. If the Association does not support the employee's desire to contest the discipline and penalty at arbitration, the employee shall be responsible for his/her pro rata share of the cost of the fees and expenses of the arbitrator. Failure to submit a written opposition within eight (8) working days of receipt of the notice of

discipline will constitute acceptance of the imposed penalty by the employee and the matter will be settled in its entirety. Both parties agree to use the services of the New York State Public Employment Relations Board panel in the selection of the arbitrator. Subject to a mutual written agreement between the employee and the County Personnel Officer, the time limit herein above specified may be extended. The fees and expenses of the arbitrator shall be divided equally between the County and the Association or the employee, as specified above.

Section 5. An employee shall have the right to be represented in disciplinary matters by an Association representative if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Section 6. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE XVIII

HEALTH STANDARDS

In recognition that physical fitness is particularly important in the everyday performance of Deputy Sheriffs and to reduce health insurance costs and risks, it is mutually agreed by and between the County and the Union that an acceptable level of physical fitness shall be maintained by each Deputy Sheriff as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a three component health standards program shall be initiated as defined below. The program shall consist of two sections: (1) weight control and (2) physical fitness requirements.

This Article shall be mandatory only for Deputy Sheriffs of the Saratoga County Sheriff's Department that are hired on or after April 1, 1993. For all other employees of the Sheriff's Department, this Article shall be voluntary. The term "Deputy Sheriff" as used herein includes both the Road and Civil Deputy Sheriffs.

Section 1. Weight Control

A. The Official Weight Chart for Deputy Sheriffs hired after April 1, 1993 is set forth in Appendix D.

B. Appendix D specifies the acceptable weight range, by height.

C. The maximum acceptable weight shall represent the maximum permissible weight for Deputy Sheriffs.

D. Deputy Sheriffs shall be weighed on or about April 1, 1993 and approximately every ninety (90) days thereafter. Scheduling for weigh-ins shall occur during normal work hours, as far as practical, and Deputy Sheriffs shall receive paid leave at straight time for time spent in attendance at the weigh-ins.

E. The weight scale to be utilized for measuring weights in accordance with this section shall be determined by the County. The Sheriff or his designee shall conduct the weighings.

F. Deputy Sheriffs that are to be weighed shall be allowed to wear customary underwear, trousers, and shirt. The column designated "Maximum Acceptable Weight" in Appendix D reflects standards developed by the American Medical Association and includes an additional four pounds to compensate for the clothing specified herein.

G. Height is to be measured without shoes or headgear.

H. The Sheriff shall take disciplinary measures as a result of the weigh-in to be performed on or about January 1 of each year, but not as a result of other scheduled weigh-ins.

I. Deputy Sheriffs shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1 of each year. Failure to do so shall be cause for disciplinary action by the Sheriff. Before disciplinary action may be taken, an employee will have an opportunity to lose the amount of weight that is over his/her minimum. Under this provision, an employee who is overweight at the January 1 weigh-in, must lose his/her excess weight by June 1 of that year in order to avoid disciplinary measures. However, if at that time, an employee still weighs in excess of his/her maximum allowable weight, then disciplinary action may be taken consisting of either a written reprimand or a suspension without pay not to exceed five (5) work days. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article XVI of this Agreement.

Section 2. Physical Fitness Requirements.

A. The Official Physical Fitness Program for Deputy Sheriffs hired on or after April 1, 1993 is set forth in Appendix C, attached hereto and made a part thereof.

B. The County may establish incentive benefits to encourage Deputy Sheriffs to attain or exceed these standards. However, a Deputy Sheriff who fails any portion of the physical fitness test, will be rescheduled to take that portion of the test within the next ninety (90) days. If the second test is failed, disciplinary action may be taken by the Sheriff. Said disciplinary action may consist of either a written reprimand or a suspension without pay not to exceed (5) workdays. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article XVI of this Agreement.

C. If a Deputy Sheriff provides a doctor's excuse for the test (for reasons other than injury on duty), another test will be rescheduled within ninety (90) days. If a second excuse is submitted, the County reserves the right to have a County-appointed doctor determine whether a fitness test should be required. If a Deputy Sheriff is ill on the day of the test, a doctor's excuse must be submitted, and the test will be rescheduled within ninety (90) days.

D. Scheduling for physical fitness tests shall occur during normal work hours, as far as practical, and Deputy Sheriffs shall receive paid leave at straight time for time spent performing the fitness test.

Section 3. Incentives. As an incentive for the Deputy Sheriffs that are required to maintain the standards that are set forth herein, the County agrees that when funding becomes available, they will install a physical fitness facility at the Sheriff's Department that only members of this program will be allowed to use. Additionally, the County will allow access to this facility for any Sheriff's Department employee who voluntarily takes part in this program. All other County employees will not be allowed access to this facility.

ARTICLE XIX

DEMAND FOR RECOVER OF THE COST OF TRAINING

Section 1. In the event the County of Saratoga is required to provide the basic training course for a Deputy Sheriff and in the event the Deputy Sheriff voluntarily separates from the Sheriff's Department within three (3) years of the date of completion of training, the Deputy Sheriff shall, on demand, reimburse the County of Saratoga for all wages and expenses, as defined below, paid by the County of Saratoga during or in conjunction with his or her basic training, according to the following schedule:

Length of employment after completion of training	Reimbursement of wages and expenses
Up to 3 years	100%

A. Wages. Wages include, but are not limited to, salary paid by the County of Saratoga to a Deputy Sheriff from the date a Deputy Sheriff begins his employment up until the date a Deputy Sheriff completes his basic training.

B. Expenses. Expenses of training include, but are not limited to, any reimbursement to a Deputy Sheriff for the cost of travel, lodging, meals, books, tuition or physical examinations, and any payment made by the County of Saratoga to a third party for a benefit available to the Deputy Sheriff during the time of training.

C. Voluntary Separation. A voluntary separation shall include a provoked discharge which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of this Article of the contract. Should an individual separate from service prior to completion of the length of employment required by this Article of the contract, the employer shall present the individual with a demand for payment of any monies due and owing to the County of Saratoga. The individual shall reimburse the County of Saratoga for the amount presented.

D. Litigation Costs: Should it be necessary for the County of Saratoga to initiate litigation in order to secure reimbursement, the individual responsible for reimbursement shall, in addition, reimburse the County of Saratoga for all its legal expenses associated with the proceeding.

E. A copy of this language of the contract shall be provided to all individuals interviewed for employment the County of Saratoga provided, however, the failure of the County of Saratoga to do so shall not affect the obligation of an individual for reimbursement in accordance with the terms of this Article of the contract.

F. If within three (3) years from the date of completion of training, a Deputy Sheriff has to voluntary separate from the Sheriff's Department due to an "emergency circumstance", the County of Saratoga may waive its right to recover the cost of training.

The Sheriff of the County shall determine what constitutes an "emergency circumstance". Such determination will be final and done on a case-by-case basis.

G. Actions taken under this Article of the contract shall not be arbitrable.

ARTICLE XX

SENIORITY AND LAYOFF

Section 1. Seniority

Seniority shall be defined as the length of an employee's uninterrupted service in the patrol division, and time and rank in said division, when bidding for assignments and days off.

Section 2. The Employer agrees to furnish the Union with an up-to-date seniority listing showing the continuous service of each employee on April 1st and October 1st of each year. The seniority list will show the names of such employees, their job classification and their date of hire.

Section 3. Whenever positions in the Sheriff's Department are abolished, layoffs shall be made in accordance with departmental seniority according to the principles of last employee hired is first employee fired. In instances where two or more employees have the same date of original appointment, their relative seniority shall be determined by the drawing of lots which shall be conducted under the supervision of the Saratoga County Personnel Officer.

Section 4. In the event of a reduction of personnel in the Sheriff's Department, the Employer shall endeavor to offer these employees other suitable County employment.

ARTICLE XXI

APPOINTMENT/PROMOTION

When a vacancy in a position held by a member of the bargaining unit occurs, which, if filled, will be filled by an original appointment of a new member, or by promotion of a current member, the County shall determine whether to fill the vacancy.

If the County determines to fill such a vacancy, the County shall fill the vacancy in accordance with the Civil Service Law.

If the County determines not to fill such vacancy, the County shall notify the Association of such determination.

ARTICLE XXII

DEPARTMENT ASSIGNMENTS

When a vacancy in a position held by a member of the bargaining unit occurs which, if filled would be filled by a new job assignment to a member, the County shall determine whether to fill the vacancy.

If the County determines to fill such a vacancy, the department shall post a notice of the vacancy on all bulletin boards maintained in their department, to allow the members the opportunity to apply for the vacancy.

If the County determines to fill such vacancy, the County agrees to recognize the importance of seniority among other pertinent factors in filling the vacancy.

For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service in a job title in a full-time position.

If the County determines to fill such vacancy, the final determination of which member shall fill such vacancy shall be made by the Sheriff.

If the County determines not to fill such vacancy, the County shall notify the Association of such determination.

ARTICLE XXIII

LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established which shall consist of two members appointed by the Union, two members appointed by the Sheriff, and two members appointed by the Chairman of the Board of Supervisors. No party shall appoint members to the Committee who are employees of the County that are members of any other collective Bargaining Unit besides the Saratoga County Deputy Sheriffs Police Benevolent Association (Road Patrol Unit). The Committee shall be established for the purpose of discussion, at mutually acceptable time, of matters of mutual concern, or similar issues arising from time to time during the administration of this Agreement. Such meetings shall take place on a quarterly basis. Where issues are discussed by the Labor Management Committee and remain unresolved, they shall not reappear at subsequent meetings.

ARTICLE XXIV

GENERAL MUNICIPAL LAW §207-c PROCEDURE

Section 1. Intent.

In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, and the County of Saratoga, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c.

The term "officer", as used herein, shall include all deputy sheriff road patrol officers.

Section 2. Notice of Disability.

(a) (i) An officer who alleges to be injured in the performance of duties shall file with the sheriff, or the sheriff's designee, within five (5) days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter "Application") which Application is appended to this procedure. All injuries incurred in the performance of duties must be reported regardless of whether the officer lost time or received medical attention.

(ii) An officer who alleges to be taken sick as a result of the performance of duties shall file with the sheriff, or the sheriff's designee, within 20 days of discovery of such sickness, the Application.

(iii) In the event of a personal inability to file the Application, such Application may be filed by another acting on behalf of such officer.

(b) RECURRENCE: In the event of a recurrence, as detailed above, the officer must detail which injury or sickness gave rise to the recurrence and provide the date of the initial injury or illness. In addition, the officer must provide any verifying medical report detailing the recurrence. However, an officer claiming a recurrence will not need to provide additional verifying medical report(s) within the first four (4) consecutive months from the date of return to full duty.

In the event further medical verification is deemed necessary, the officer will submit to medical examination as directed by the sheriff or his designee and as detailed in this procedure, including those detailed in Sections 4 and 5, below.

(c) Failure to follow the notice requirements contained in this section will not serve to forfeit an officer's right to file a claim pursuant to General Municipal Law 207-c so long as the County is in no way prejudiced by the failure to give timely notice.

Section 3. Status pending determination of eligibility for benefits

(a) In the event an officer asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for the benefits of Section 207-c.

(b) In the case of any employee who has no sick leave time accrued to his/her credit, the County will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial or, after

appealing the denial, the denial of benefits is upheld, the employee will reimburse the County in time or money for the sick leave time advanced.

(c) In the event that an employee is found to be eligible for 207-c benefits, the employee will have all used sick leave credits restored.

Section 4. Benefit Determinations

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

(a) The Sheriff shall receive the application for the benefits and make a recommendation to the Clerk of the Board of Supervisors/Self Insurance Administrator (hereinafter "Self Insurance Administrator) as to whether the applicant is entitled to 207-c benefits pursuant to Section 207-c of the General Municipal Law and this procedure. The Self Insurance Administrator shall promptly review the Sheriff's recommendation and the application, as well as any other pertinent documents or evidence available. Should the Self Insurance Administrator determine that the officer was injured in the performance of duty or that the officer was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Self Insurance Administrator shall, pursuant to Section 207-c, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the County, through the health insurance provided to the officer, will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. (It is understood that any amounts not otherwise covered by the health insurance carrier will be paid or reimbursed, as necessary, by the County.) A written notice of such determination by the Self Insurance Administrator shall be provided to the officer, placed in the officer's personnel file and provided to the County Treasurer.

(b) The payment of full salary or wages may be discontinued as expressly provided by Section 207-c. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of an officer or other information raises questions as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment, as the case may be.

(c) In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:

(i) The Sheriff or the Sheriff's designee, and/or the Self Insurance Administrator shall promptly inquire into the fact(s) surrounding the matter at issue. An officer may be required to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a

question of initial or continued eligibility for the benefits, the Self Insurance Administrator shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the officer. An officer or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Self Insurance Administrator shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and at reasonable notice, require the attendance of the officer or any witness to an incident to secure information; may require the officer to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure (including, but not limited to, requiring the officer to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness).

All medical examinations directed by the Sheriff or his designee or the Saratoga County Self Insurance Administrator pursuant to this Section shall be at the expense of the Employer.

(ii) The Self-Insurance Administrator shall make a determination as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. An officer shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of an officer or his/her representative, a copy of any document used by the Self Insurance Administrator to determine initial or continued eligibility for any benefits afforded by Section 207-c shall be made available. In the event an officer is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

(d) Any determination made pursuant to this Section 4, shall be rendered within fifteen (15) working days.

Section 5. Assignment to Light Duty

As authorized by the provisions of Subdivision 3 of Section 207-c, the Sheriff's Department, acting through the Sheriff, or the Sheriff's designee, may assign a disabled officer specified light duties, consistent with his/her status as an officer. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an officer may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall

make an evaluation as to the ability of the disabled officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the officer's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the officer refuses to perform the designated light duty assignment, his/her 207-c benefit shall be discontinued. If the employee wishes to challenge the discontinuance of benefits, he/she may be so pursuant to Section 6 below.

Nothing contained in this Section 5 shall require the Department to create light duty assignments.

Section 6. Appeal of Adverse Final Determinations

In the event that an officer disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she, within fifteen (15) calendar days of the receipt of the determination, shall present to the Self Insurance Administrator, a written Demand for Arbitration. The Employer and officer or his/her representative will meet within five (5) calendar days to mutually select an arbitrator from a closed panel consisting of Thomas Rinaldo, Paul Klein and Jeffrey Selchick or other arbitrator mutually selected by the parties. The arbitrator selected shall be on rotating basis or first available. In the event the parties are unable to agree, PERB will be asked to assist in the arbitrator selection process. The Arbitrator will be bound by the determination of the Saratoga County Self Insurance Administrator unless he finds that the determination is not supported by a preponderance of the evidence. The decision of the Arbitrator shall be final and binding. The Arbitrator's fee shall be shared equally by and between the parties.

A determination made by an officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of an officer's disability, may be notice by, but shall not be controlling upon the Arbitrator.

In the event the parties so request, the Arbitrator shall convene an expedited hearing to resolve the outstanding matters.

Section 7.

With respect to the provisions of this procedure, any officer who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits until compliance with the request or direction by the arbitrator. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to Section 6, above.

Section 8.

In the event the Sheriff or his designee, or the Saratoga County Self Insurance Administrator deems it in the best interest of the parties, it may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of Section 63 of the New York State Retirement and Social Security Law. Section 7, above, applies likewise to such Department action. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

Section 9. Continuation of Contract Benefits

(a) While on leave pursuant to Section 207-c for a period not exceeding three (3) months, or upon the assignment of light duty pursuant to Section 5 above, the officer shall be entitled to all contractually negotiated benefits.

(b) While on leave pursuant to Section 207-c for any period exceeding three (3) months, the officer shall be entitled to payment of salary (including longevity) and contractual medical insurance.

SARATOGA COUNTY SHERIFF'S DEPARTMENT

General Municipal Law Section 207-c

Application

1. _____
   Name of Officer

2. _____
   Address

3. _____ 4. _____
   Telephone Number Age

5. _____
   Name of Supervisor

6. _____
   Current Job Title

7. _____
   Occupation at time of injury/illness

8. _____
   Length of employment

9. _____ 10. _____ 11. _____
   Date of incident Day of Week Time

12.a. _____
   Name of witness(es)
   b. _____
   c. _____

13.a. _____
   Name of co-employees at the incident site
   b. _____
   c. _____

14. Describe what the Officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). _____

_____

_____

15. Where did the incident occur? Specify. _____

_____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

_____

_____

17. When was the incident first reported? _____

To Whom? _____ Time _____

Witness (if any) _____

18. Was first aid or medical treatment authorized? _____

By whom? _____ Time _____

19. Name and address of attending physician _____

_____

20. Name of hospital _____

21. State nature of injury and part or parts of body affected. _____

_____

22. Will the Officer be returning to duty? _____

When? _____

_____

_____
Date of Report

_____, New York _____
Signature of Officer

State of New York)
County of Saratoga)SS.:
)

_____, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes it to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this
_____Day of _____,20_____ _____

_____
Notary Public/Commissioner of Deeds

MEDICAL RELEASE

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the County of Saratoga, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my past or present physical condition and treatment rendered therefore.

_____
Signature of Officer

_____
Printed name of Officer

_____
Date

ARTICLE XXV

ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE XXVI

MANDATORY LEGISLATIVE CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

ARTICLE XXVII

DURATION

This Agreement shall be effective January 1, 2005, and shall terminate at the close of business December 31, 2009.

Dated: _____

SARATOGA COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION

THE COUNTY OF SARATOGA, NEW YORK

APPENDIX B

GRIEVANCE PROCEDURE

1. Definitions

As used herein, the following terms shall have the following meanings:

A. "Employee" shall mean any person directly employed and compensated by the County of Saratoga except persons employed in the legislative or judicial branch thereof.

B. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative orders or work rules of the County of Saratoga or a Department Head thereof, which relate to or involve employee health or safety, physical facilities materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

C. "Department" shall mean any office, department, board, commission or other agency of the government of the Employer.

D. "Immediate Supervisor" shall mean the employee or office on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves the time records or evaluates the work performance of the employee.

E. "Department Head" shall mean that person so designated pursuant to Charter Local Law, Administrative Code, Rule or Resolution of the Board of Supervisors as the head of a Department and defined in subdivision "C" hereof.

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

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

H. "Unit Grievance Committee" shall mean a five man committee elected or appointed by this Union to act with, or on behalf of, any member of the unit in relation to any grievances not resolved prior to the SECOND STAGE as outlined in this Schedule.

2. Declaration of Basic Principle

Every employee of this County shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by members of the Unit Grievance Committee during the Second Stage of the Grievance Procedure.

3. Initial Presentation

a. An employee who claims to have a grievance shall present the grievance, in writing, to the immediate supervisor, within fifteen (15) days after the grievance occurs.

b. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as deemed appropriate and shall consult with superiors to such extent as deemed appropriate, all on an informational basis.

c. Within five (5) days after presentation of the grievance, the immediate supervisor shall make the decision and communicate the same in writing to the employee presenting the grievance.

4. Second Stage

a. If any employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, the employee may, within five (5) days thereafter, request a review and determination of the grievance by the Unit Grievance Committee, who will, in turn, make a determination as to the validity of such grievance. Such request shall be in writing, and shall contain a statement of the specific nature of the grievance and the facts relating to it. If the Unit Grievance Committee deems the grievance to be valid, a copy of the request shall be forwarded, within five (5) days, to the immediate supervisor and the Department Head. Thereupon and within five (5) days after receiving such request, the immediate supervisor shall submit to the Department Head a written statement of the information concerning the specific nature of the grievance and the facts relating to it.

b. The Department Head shall, within five (5) days of receipt of the grievance request, give a reply, in writing, to the Unit Grievance Committee and the employee.

5. Grievance Committee

If the employee is not satisfied with the decision of the Department Head, the employee and the Unit Grievance Committee may request an advisory arbitration hearing with the Department Head within five (5) days by notifying the Sheriff and the Public Employment Relations Board.

APPENDIX C

SARATOGA COUNTY SHERIFF'S DEPARTMENT
OFFICIAL PHYSICAL FITNESS TEST

The physical fitness test is made of three parts: (a) strength, (b) endurance, and (c) flexibility. Deputy Sheriffs must pass all three parts of this test in order to successfully complete this portion of the health standards program.

A. Strength

Hand and arm strength are necessary for Deputy Sheriff to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The Deputy Sheriff is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulder. Fingers should be pointed straight ahead. The Deputy Sheriff lowers the body until the Deputy Sheriff's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The Deputy Sheriff then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	AGE		
	20-29	30-39	40 & Older
Male	30	25	15
Female	15	15	15

B. Endurance

Bent Knee Sit Ups will be used to measure the Deputy Sheriff's abilities to maintain continued exertion over a prolonged period of time. The Deputy Sheriff lies back on the floor, with the knees bent. The fingers should be laced behind the neck. The employee sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The employee should be able to complete the number of bent knee sit ups in one minute's time:

	Age				
	20-29	30-39	40-49	50-59	60-69
Male	34	31	26	20	28
Female	30	24	15	14	14

C. Flexibility

It is important that Deputy Sheriffs maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility will be a 1.5 mile run. The times for passing this portion of the test are charged below.

Age

1/5 miles run (in minutes)

	20-29	30-39	40-49	50-59	60-69
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

Section 4. Standards of Error Calculation.

A. The institute for Aerobics Research also considers "Standard of Error" in calculating the above standards. These standard of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run	subtract 55 seconds from final score.
Sit Ups	add 1 sit up to final score.
Push Ups	no standard of error has been computed.

APPENDIX D

SARATOGA COUNTY SHERIFF'S DEPARTMENT

OFFICIAL WEIGHT CHART

MALES

HEIGHT	MINIMUM ACCEPTABLE WEIGHT	MAXIMUM ACCEPTABLE WEIGHT
5 ft. 2 in.	113	174
3	114	177
4	116	181
5	118	185
6	120	190
7	121	194
8	123	199
9	125	203
10	127	208
11	128	212
6 ft. 0 in.	131	217
1	134	221
2	136	227
3	139	232
4	143	238

FEMALES

HEIGHT	MINIMUM ACCEPTABLE WEIGHT	MAXIMUM ACCEPTABLE WEIGHT
4 ft. 10 in.	90	153
11	91	156
5 ft. 0 in.	92	159
1	93	163
2	95	166
3	98	170
4	100	175
5	103	180
6	106	184
7	108	189
8	111	193
9	114	196
10	116	200
11	119	203
6 ft. 0 in.	121	206

NOTE: The maximum acceptable weight column includes a four (4) pound allowance for underwear, trousers, and shirt. Height shall be measured without shoes or headgear.

Side Letter Number 1

This document will serve as a side letter to the 1991–1993 contract between the Sheriff's Unit of CSEA and Saratoga County and will explain that the parties mutually agree that the following additional changes will occur in the Saratoga County Health Plan:

A. Effective 1/1/91, the Saratoga County Health Plan shall be amended to provide that the following benefits shall be changed:

1. The plan shall have a $2,000 annual co–insurance waiver provision.
2. Psychiatric coverage under the plan will be limited to $5,000 annually.
3. The plan will provide for hospice coverage.
4. The lifetime maximum amount of coverage shall be increased from $250,000 to $1,000,000.

Gerald M. Kolner — PRESIDENT, Saratoga County Deputy Sheriff's Police Benevolent Association

CHAIRMAN, Saratoga County Board of Supervisors — 7/13/95 Date

7/13/95

PBA Collective Bargaining Specialist

Side Letter Number 2

This document will serve as a side letter to the 1991–1993 contract between the Sheriff's Unit of CSEA and Saratoga County and will explain that the parties mutually agree that upon implementation of a computer system to efficiently maintain the County's payroll system, the two parties will meet and discuss the following matters:

1. To the extent feasible, the possibility of additional "authorized deductions" being taken from an employee's salary;

2. To the extent feasible, the possibility of the County furnishing to CSEA a list of all permanent Sheriff's Department employees including their name, address, job title, work address, permanent date of hire, bargaining unit status, Union membership status and gross salary, whenever requested but no more than three (3) times annually; and

3. To the extent feasible, the possibility of having the County provide information concerning time accrual status in conjunction with the issuance of an employee's paycheck.

Bryan M. Kelner — PRESIDENT, Saratoga County Deputy Sheriff's Police Benevolent Association

CHAIRMAN, Saratoga County Board of Supervisors — 7/13/95 Date

7/13/95

PBA Collective Bargaining Specialist

Side Letter Number 3

This document will serve as a side letter to the 1991–1993 contract between the Sheriff's Unit of CSEA and Saratoga County and will explain that the parties have mutually agreed that effective 01/01/92, each Deputy Sheriff of the Sheriff's Department, while on patrol, will be properly equipped with a portable radio. All costs arising from the purchase of such radios will be paid by the County.

Bryant M. Kolner — 7/13/95

PRESIDENT, Saratoga County Deputy Sheriff's Police Benevolent Association

CHAIRMAN, Saratoga County Board of Supervisors — Date

Edward Farrell 7/13/95

PBA Collective Bargaining Specialist

SIDE LETTER 4

PART-TIME EMPLOYMENT

The restrictions on part-time employment in other law enforcement agencies shall be removed. However, the restriction on part-time employment remains in effect for those interested in security work. In addition, County issued uniforms/equipment shall not be used/worn while an officer is in the employ of a law enforcement agency other than Saratoga County Sheriff.

Bryant M. Kolner [signature] 7/13/95

PRESIDENT, Saratoga County Deputy Sheriff's Police Benevolent Association

CHAIRMAN, Saratoga County Board of Supervisors

Date

[signature] 7/13/95

PBA Collective Bargaining Specialist

SIDE LETTER 5

HASH MARKS

Effective January 1, 1995, hash marks will be issued to be worn on the uniform sleeve, indicating each five year period of service.

7/13/95

PRESIDENT, Saratoga County Deputy Sheriff's Police Benevolent Association

CHAIRMAN, Saratoga County Board of Supervisors

Date

PBA Collective Bargaining Specialist

SIDE LETTER 6

WORK IN EXCESS OF EIGHT HOURS

At the completion of a shift, if an employee is required to attend training without an eight (8) hour rest period, such employee shall be compensated at an overtime rate pursuant to the Fair Labor Standards Act for that training.

Additionally, when an employee attends a training session and is then required to commence his/her shift without an eight (8) hour rest period, such employee shall be compensated at an overtime rate pursuant to the Fair Labor Standards Act for that shift.

7/13/95

PRESIDENT, Saratoga County Deputy Sheriff's Police Benevolent Association

CHAIRMAN, Saratoga County Board of Supervisors

Date

7/13/95

PBA Collective Bargaining Specialist

C122094lkz2

SIDE LETTER # 7

March 7, 2007

Nicole Chirella
President
Saratoga County Deputy Sheriffs'
Police Benevolent Association

Re: Health Insurance for Retirees Relocating from the Saratoga County Region

Dear Officer Chirella:

This will constitute a Side Letter Agreement between the Saratoga County Deputy Sheriff's Police Benevolent Association, the County of Saratoga and the Saratoga County Sheriff relating to the above-referenced matter.

Through this letter, the County agrees that, throughout the duration of the January 1, 2005 through December 31, 2009 collective bargaining agreement between the parties and any extension thereof pursuant to law (Triborough Doctrine), it will take all reasonable steps to ensure that retirees (those individuals who have previously been employed by the Saratoga County Sheriff's Department and were members of the collective bargaining unit represented by the PBA) who relocate outside of the Saratoga region are provided the same type of health insurance benefits as the retirees who maintain their residences in the region. More specifically, if the health plan in effect for retirees pursuant to Article VII of the collective bargaining agreement provide different or lesser services and/or contains higher costs for such services (for example, co-pays or deductibles, etc.), for persons living outside of the Saratoga County region and therefore require such individual retirees to use out-of-network providers, the County will take all reasonable steps to ensure that such retirees receive comparable coverage at comparable cost (e.g., co-pays or deductibles, etc.) to that provided for in-network retirees.

The parties agree that this Side Letter Agreement cannot be otherwise changed or amended during the duration of the 2005-2009 collective bargaining agreement without the express written consent of all parties hereto.

FOR THE COUNTY

SHERIFF

FOR THE ASSOCIATION

NOTES