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Union: **Herkimer County Deputy Sheriffs Association**

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AGREEMENT

Between The

COUNTY LEGISLATURE OF HERKIMER COUNTY

And The

THE HERKIMER COUNTY DEPUTY SHERIFF'S ASSOCIATION

January 1, 2005 - December 31, 2007

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ARTICLE I
Preamble

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

ARTICLE II
Recognition

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

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

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

ARTICLE III
Management Rights

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

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

ARTICLE IV
Compensation – Full-time Employees

Section 1. The annual base salary for Sworn Personnel for 2005 shall be \$24,443.00.

Section 2. The annual base salary for Sworn Personnel for 2006 shall be \$25,926.00.

Section 3. The annual base salary for Sworn Personnel for 2007 shall be \$26,704.00.

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

Section 4. Sworn Personnel who have completed one year of service and have successfully completed training courses mandated by the Sheriff will receive Step #1. Effective January 1, 2006 (\$1,250.00). Effective January 1, 2007 Step # 1 shall be \$1,750.00

Section 5. Sworn Personnel who have completed two years of service and have successfully completed training courses mandated by the Sheriff with receive Step #2 (\$1,000.00)

Section 6. Any Sworn Personnel who has completed three years of service and who has successfully completed training courses mandated by the Sheriff shall receive an additional Step # 3 of \$750.00. Effective January 1, 2002, this amount shall be increased to \$1,000.00.

Section 7. Any Sworn Personnel who has completed four years of services and who successfully completed training courses mandated by the Sheriff will receive an additional Step #4 of \$750.00. Effective January 1, 2003 this amount shall increase to \$1,000.00.

Section 8. Sworn Personnel assigned to duty as a Sergeant, Investigator, or Chief Civil Officer will receive additional annual compensation equal to 12% of the base salary for Sworn Personnel. Any member who is directed to temporarily assume the duties of a higher paying classification shall be compensated at the rate provided for the higher classification for each hour or portion thereof that the member assumes such duties.

Section 9. A Deputy Sheriff who is certified by the Bureau of Municipal Police will receive additional compensation of \$.24 per hour. (\$500.00 per year)

Section 10. Sworn Personnel who has or receives an A.A.S. degree in a job related field will receive additional annual compensation of \$200.00.

Section 11. Sworn Personnel who has or receives a B.S. or B.A. degree in a job-related field will receive additional annual compensation of \$400.00.

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

Section 12. The annual base salary for the Cooks for 2005 shall be \$25,264.00.

Section 13. The annual base salary for the Cooks for 2006 shall be \$26,022.00.

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

Section 14. The annual base salary for the Cooks for 2007 shall be \$26,803.00.

Section 15. The longevity schedule for full-time continuous service shall be for full-time Sworn Personnel and the full-time Cooks, in accordance with the following schedule. Effective January 1, 2004, the longevity paid upon completion of ten years shall increase to \$600.00.

Longevity	
Upon completion of 5 years	\$650.00
Upon completion of 10 years	\$350.00
Upon completion of 15 years	\$500.00
Upon completion of 20 years	\$500.00

ARTICLE V

Compensation – Part-Time Employees

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

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

ARTICLE VI

Additional Compensation

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

Section 2. Both full-time and part-time employees will receive, in addition to base salary, a differential of four and One-half percent (4 ½%) of the base hourly rate, per hour, for each hour worked between 12 midnight and 8:00 am.

Section 3. Reporting Time – It is the determination of the County and the Association that reporting for work within the facility and security posts will be greatly facilitated if each Sworn Personnel reporting for work reports in uniform ready for work ten minutes earlier than the scheduled time for work, with said ten minute period to be used for receiving shift work assignments, reviewing records and determining from Sworn Personnel going off duty status and/or

count of prisoners and traveling to post. It is therefore agreed that each Sworn Personnel reporting for duty at the beginning of the shift is required to report ten minutes before the scheduled time for work that said ten minutes reporting period will be compensated at a rate of time and one-half for each said ten minute period, to be paid with the Sworn Personnel's regular pay.

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

ARTICLE VII

Sick Leave

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

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

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

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

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

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

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

- 1) There will be a committee consisting of two from the County who will be appointed by the Chairman of the Legislature or his designee, and two from the Association who will be appointed by the President of the Association or his/her designee.
- 2) Where a member has been re-credited with sick leave time from the sick leave bank pursuant to a Worker's Compensation decision, the same shall be re-credited to the bank and not to the individual employee.

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

Section 9. Employee whose annual sick leave use falls within the range of the chart totals below are eligible to receive a single incentive stipend as per the chart for that particular year commencing 2006 and forward:

0 Hours	\$300
Over 0 and up to 16 hours	\$200
Over 16 hours and up to 32 hours	\$100
Over 32 hours	\$0

ARTICLE VIII

Workday, Workweek, Overtime and Holidays

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

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

Section 3. All employees covered by this contract shall be paid overtime at the rate of one and one half times the individual's hourly rate for all time in excess of forty (40) hours per week or eight (8) hours per day including reporting times as defined in Article VI, Section 3.

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

The thirteen holidays and observance of are:

1. New Years Day	January 1, Each year
2. Martin Luther King Day	3 rd Monday in January
3. Lincoln's Birthday	February 12, Each year
4. Washington's Birthday	3 rd Monday in February
5. Good Friday	Friday before Easter
6. Memorial Day	Last Monday in May
7. Independence Day	July 4, Each year
8. Labor Day	1 st Monday in September
9. Columbus Day	2 nd Monday in October
10. Veteran's Day	November 11, Each year
11. General Election Day	Tuesday in November so designated
12. Thanksgiving Day	4th Thursday in November
13. Christmas Day	December 25, Each year

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

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

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

ARTICLE IX Vacations

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

a) A full-time Sworn Personnel and full-time Cooks who have been in the service of the County for at least one year shall be entitled to ten (10) days vacation with pay at the regular rate. After the first six months, if an employee chooses, he/she may borrow five days of the ten days vacation for which they will be eligible after completing one year of service.

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

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

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

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

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

ARTICLE X
Clothing Allowance and Cleaning

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

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

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

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

ARTICLE XI
Officer Training Reimbursement to County

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

Within 1 year of completion of classroom training - \$9,000.00

More than one year and less than two years after completion of classroom training
- \$6,000.00

More than two years and less than three years after completion of classroom training - \$4,000.00

More than three years after completion of classroom training – no reimbursement required

ARTICLE XII
False Arrest and False imprisonment Insurance
(All Sheriff Dept. Employees)

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

ARTICLE XIII
Retirement Benefits

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

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

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

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

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

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

ARTICLE XIV
Job Openings

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

ARTICLE XV
Mileage

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

ARTICLE XVI
Personal Days Off

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

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

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

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

ARTICLE XVII
Health Insurance

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

- a) Effective January 1, 1995, employees hired prior to August 31, 1987 who are enrolled in an individual plan shall contribute \$12.00 per pay period towards the health insurance premium. Effective January 1, 1995, employees hired prior to August 31, 1987 who enrolled in a family plan shall contribute \$15.00 per pay period towards the health insurance premium.
- b) Coverage for all employees hired after August 31, 1987 shall be paid as follows:

	<u>Individual Plan</u>	<u>Employee Plus one</u>	<u>Family Plan</u>
1st Year of Employment County Pays	30%	30%	30%
2nd Year of Employment County Pays	50%	50%	50%
3rd Year of Employment County Pays	70%	70%	70%

The Health Insurance premium shall be paid by the employee based upon the plan selected; individual, employee plus one or family.

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

- c) Employees who enroll in an HMO or other alternative medical plan which premium is greater than the premium for the indemnity plan shall pay the difference between the HMO and premium the indemnity plan premium.

Section 2.

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

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

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

d) The County shall provide the indemnity plan but if an employee elects coverage under HMO or any other County plan he/she must pay any additional premium above the cost of indemnity plan.

Section 3. When an employee or a retired employee with ten (10) or more years of service dies, coverage for his/her spouse and dependents who were covered at the time of the employee's death shall continue for the bi-weekly payroll periods for which contributions were made and for two additional bi-weekly periods at no cost to the spouse or the dependents.

Section 4. An unmarried spouse or dependent children of a deceased employee or a retired employee with ten (10) or more years of service may continue coverage under the present health plan of insured employee, provided they pay the full cost of such coverage. This shall continue in effect until such time as the surviving spouse remarries.

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

may implement a new health insurance program if mutually agreeable between the parties. Effective January 1, 1995, the major medical deductible shall increase to \$200.00 individual and \$400.00 family.

Section 6. Dental Plan: All employees listed in Exhibit "A" as "Included" will be covered by EBS Benefits Solution Group Dental Plan I Option I with option of single, employee plus one or family plan coverage at the employee's discretion.

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

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

This section shall only apply to those employees presently receiving this payment and not to any other current or future employees. This payment shall have a cap of \$120.00 bi-weekly for family coverage and \$40.00 bi-weekly for single coverage.

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

Section 9. Part-time Sworn Personnel and part-time Cooks are entitled to purchase hospitalization insurance by paying 100% of the cost by the 1st of each month. At the end of the month, if the Sheriff certifies that the employee has worked at least 12 shifts during the month, a refund of 30% of the cost of the premium will be made to the employee. The only right conferred by this section is the right to purchase insurance as provided herein, provided the employee makes timely payments, provided the coverage is afforded by the carrier and provided the employee meets the insurer's criteria for insurability. If payment is not made the coverage will be dropped and will not again be allowed until the insurer's next open period.

ARTICLE XVIII

Bereavement

Section 1. Full-time Sworn Personnel and full-time Cooks shall be entitled to up three (3) days bereavement leave with pay on death of a child, husband, wife, sister, brother, father, mother, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, grandchild or grandparent, and shall be entitled to one day bereavement leave to attend a funeral and/or burial of a sister-in-law, brother-in-law or grandparent-in-law.

ARTICLE XIX
Newsletter or Bulletin

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

ARTICLE XX
Education Benefits

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

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

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

ARTICLE XXI
Testing

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

Section 2. No member of the Herkimer County Sheriff's Department shall refuse to submit to drug or alcohol testing while on duty when requested to do so. The Sheriff or a female

County employee designated by him shall be solely responsible for obtaining the necessary samples, and the Sheriff shall be responsible for safeguarding them and forwarding them to the appropriate agency for analysis.

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

ARTICLE XXII

Medical Examinations

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

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

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

ARTICLE XXIII

Second Job

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

ARTICLE XXIV
Code of Conduct (All Sheriff Department Employee's)

Section 1. The Sheriff is responsible for developing and implementing a code of conduct and Sworn Personnel Rules and Regulations pertaining to the Sheriff's department and its overall operation. A written copy of said code and Rules and Regulations shall be distributed to full and part-time employees.

ARTICLE XXV
Call-back Time

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

ARTICLE XXVI
Dealing of the County Personnel Committee with the
Herkimer County Deputy Sheriffs' Association

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

ARTICLE XXVII
Grievance Procedure

Section 1. Definitions:

- a) **"Employee"** shall mean all persons listed as "Included" on Schedule attached hereto.
- b) **"Grievance"** is the complaint by a covered employee of an alleged violation of any of the terms and conditions of this contract.
- c) **"Immediate Supervisor"** shall mean the employee or officer on the next higher level of authority above the employee in the department and who normally assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performances.
- d) **"Sheriff"** shall mean the person duly elected or appointed and exercising the duties of Sheriff of Herkimer County as provided by law.
- e) **"Decision"** shall mean the ruling, determination or report of disposition made by an immediate supervisor, department head or grievance after a grievance is heard or submitted as in this Article provided.
- f) **"Days"** shall mean all days other than Saturdays, Sunday s and legal holidays. Saturday, Sunday 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 the Article.

Section 2. Declaration of Basic Principle

Every covered employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal

and shall have the right to be represented by a person of his/her own choosing at all stages of grievance procedure.

Section 3. Initial Presentation

- a) An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, orally, within five (5) days after the grievance occurs.
- b) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate, all on an informal basis.
- c) Within five (5) days after presentation of the grievance the immediate supervisor shall make a decision and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

Section 4. Second Stage

- a) If an employee presenting a grievance is not satisfied with the decision made by the immediate supervisor he/she may, within five (5) days thereafter, request a review and determination of his/her grievance by the Sheriff. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it.
- b) The Sheriff, or his/her designee may and at the request of the employee, shall hold an informal hearing within ten (10) days after receiving the written request and statement from the employee. The employee and his/her representative, if any, may appear at the hearing and present oral or written statements or arguments.
- c) Within ten (10) days after the close of the hearing or within ten (10) days after the grievance has been submitted to him/her if there is to be no hearing, the Sheriff or his/her designee, shall make his/her decision in writing and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

Section 5. Grievance Boards

- a) A grievance board of three members, one from the Association, the County Administrator, and one neutral person to be agreed upon by the bargaining unit representative and the County Administrator, is hereby established. If the Association representative and the County Administrator are unable to agree upon the neutral person, a request shall be made to the County Judge to name the neutral person. A new board shall be named for each grievance which comes before the board.
- b) A hearing of any matter before the grievance board may be conducted by any one of the members of the board, designated by the board to act on its behalf; provided however, that if less than the full board presides at such a hearing, the member or members thereof conducting such a hearing shall render a report thereon to the full board and the full board shall thereupon make its report.
- c) Two concurring votes shall be necessary to determine any official report or action of the grievance board.

- d) Necessary funds, supplies, facilities and personnel to implement the operation of the grievance board shall be provided by the County Legislature.
- e) The grievance board may make and amend rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this contract.

Section 6. Appeals to Grievance Boards.

- a) Only the Deputy Sheriff's Association and not the employee may appeal from the decision of the Sheriff, or designee of the Sheriff, within ten (10) days after notice of such decisions. The appeal shall be taken by submitting to the County Administrator a written statement signed by the employee making the appeal, containing:
 - 1) The name, residence, address and job title of the employee presenting the grievance.
 - 2) The name and job title of each other employee or official involved in the grievance.
 - 3) The name and address of the employee's representative, if any.
 - 4) A concise statement of the nature of the grievance, the facts relating to it, together with copies of all requests and decisions up to the time of the appeal.
 - 5) A request for a review of the decision of the department head his/her or nominee.
- b) The County Administrator shall within three days, meet with the President of the Association to name the neutral member of the grievance board.
- c) The grievance board may request the Sheriff to submit a written statement of facts, including a summary of the record of the hearing, if document used by the department head or his/her designee in making his/her decision. Such written statement shall be submitted within five (5) days after request by the grievance board.
- d) The grievance board shall hold a hearing within twelve (12) days after receiving the written request for review. It shall give at least three (3) days notice, in writing, of the time and place of such hearing to the employee, the employee's representative, if any, and the Sheriff or his/her designee, all of whom shall be entitled to be present at the hearing.
- e) The hearing on the appeal may be held in public or in private as determined by the grievance board.
- f) New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Sheriff or his/her designee at the hearing held by him/her may be introduced at the hearing by the employee, by the Sheriff, or upon the request of the grievance board.

- g) The hearing may be adjourned from time to time by the grievance board if in its judgment such adjournment is necessary. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the Sheriff shall not be counted in determining the total days of the adjournments as herein limited.
- h) The grievance board shall not be bound by formal rules of evidence.
- i) A written summary shall be kept of each hearing held by the grievance board.
- j) The grievance board shall make its report, in writing, within ten (10) days after the close of the hearing. It shall immediately file its report and the written summary of the proceedings with the County Clerk and shall, at the time, send a copy of its report to the employee, the employee's representative, if any, and the Sheriff. The report shall include a statement of the board's findings of fact, conclusions and advisory recommendations.
- k) The report of the grievance board shall be final.

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

- a) The time limitations for presentation and resolution of grievance as hereinabove fixed may be waived or extended by mutual agreement of the parties involved.
- b) All discussions and hearings between an employee, his/her immediate supervisors, department head and grievance board, shall, so far as practicable, be conducted during regular working hours.

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

ARTICLE XXVIII
IRS Section 125 Plan

Section 125 Plan will be implemented for insurance premiums at employee's option.

ARTICLE XXIX
Deferred Compensation

The County will provide for all employees a 457 Plan allowing pre-tax contributions by the employee for deferred compensation.

ARTICLE XXX
Statutory Clause

Section 1. IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISIONS OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE

INITIAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXI
Duration of Contract

Section 1. This agreement shall become effective as of January 1, 2005, and shall remain effective through December 31, 2007.

Dated the day of, 2006.

Herkimer County Legislature

By _____
Leonard Hendrix, Chairman

Herkimer County Sheriff

By _____
Christopher Farber, Sheriff

**The Herkimer County Deputy
Sheriffs Association**

By _____

EXHIBIT A
Eligibility List for Membership
in Herkimer County Deputy Sheriff's Association

Included

Full-time Deputy Sheriff
Part-time Deputy Sheriff
Full-time Correction Officer
Part-time Correction Officer
Full-time Cook
Part-time Cook
Corrections Sergeant
Deputy Sheriff Civil Sergeant/Corrections Officer
Deputy Sheriff Investigator

Deputy Sheriff Investigator/Correction Officer

Deputy Sheriff Senior Investigator
Deputy Sheriff Sergeant/Correction Officer

Deputy Sheriff/ Correction Officer
Deputy Sheriff/Correction Sergeant
Deputy Sheriff/Navigation (Seasonal)

Excluded

Sheriff
Undersheriff
Captain
Principal Account Clerk
Senior Account Clerk
Clerk
Pistol Permits Clerk
Jail Physician
Correction Services
Coordinator
Registered Professional
Nurse
E-911 Coordinator
Building Maintenance
Workers
Account Clerk
License Practical Nurse
Court Attendants
Correction Hearing Officer

Appendix A
Voluntary Fitness/Bonus Program

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

There will be four categories of testing based upon the Cooper Norms: Run; sit-ups; pushups and stretch. Members must achieve at least the 40th percentile in each category to be eligible for any bonus payment. Members may earn bonus payments in any or all of the categories. If a member scores in the 40th percentile in a category, he/she shall receive no bonus payment for that category. If a member scores above the 40th percentile, he/she shall receive a bonus payment of \$25.00 for each 10th percentile above the 40th percentile.

Example as indicated below, a member achieving these scores would receive a \$175.00 bonus payment:

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

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

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