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DEP\ 7084

AGREEMENT

BETWEEN THE

COUNTY OF SARATOGA

AND

SARATOGA COUNTY DEPUTY SHERIFF'S  
BENEVOLENT ASSOCIATION

JANUARY 1, 2003 – DECEMBER 31, 2006

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**NYS PUBLIC EMPLOYMENT  
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, referred to herein as the "County" or "Employer", and the Saratoga County Deputy Sheriff's 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.

A. The Employer shall deduct from the wage of employees and remit to the Union or its designated agent regular membership dues and other authorized deductions for those employees who signed authorization permitting such payroll deductions. 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 wished a deduction(s) for United States Bonds and/or a Credit Union.

B. 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, 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 all employees of the Sheriff's Department inclusive of Civil Clerk, Commissary Clerk, Cook, Correction Officer, Desk Officer, Desk Sergeant, I.D. Officer, Correction Sergeant, Correction Lieutenant, Correction Officer PT.

### ARTICLE III COMPENSATION

#### Section 1.

A. All unit employees will receive a five percent (5%) increase across-the-board effective 7/1/03.

#### Section 2.

A. Pursuant to Section 1, only those employees who are on the payroll or on approved leave as of the effective date of the agreement are eligible for their respective retroactive pay increases.

B. Effective 1/1/04 all unit employees will receive a two and one-half percent (2.5%) increase.

Section 3. Effective 1/1/05 all unit employees will receive a salary increase across-the-board of two and one-half percent (2.5%).

#### Section 4.

A. All unit employees will receive a salary increase of three percent (3%) across-the-board effective January 1, 2006.

Section 5. The rate of pay for Correction Officer Part Time will be increased to \$11.64/hour retroactive to 1/1/03 for current employees. This rate will remain constant throughout the life of this contract.

### ARTICLE IV LONGEVITY

Section 1. Longevity increments as provided in the Compensation Plan for all employees listed in Appendix A-1 shall continue when due such employees for the duration of this Agreement.

### ARTICLE V WORKDAY – WORKWEEK

#### Section 1.

A. All full-time clerical, commissary and civil employees of the Sheriff's Department, and the Identification Officer shall work a five (5) day, seven and one-half (7½) hour per day workweek excluding a thirty (30) minute lunch period. The hours of work shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday.

B. All Lieutenants, Sergeants, Correction Officers, and Desk Officers 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.

Section 2. 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 Lieutenants, Sergeants, Correction Officers, Desk Officers, and Cooks in the Sheriff's Department shall be ten (10) days for each fourteen (14) day period.

### Section 3.

- A. Shifts established for all Sergeants, Correction Officers, Desk Officers are 8:AM- 4:00 PM ,4:00 PM-12:00 AM, AND 12:00 AM-8:00 AM, subject to change by agreement of both the employees and the Sheriff.
- B. The parties agree to the implementation of permanent shifts for Desk Officers, Desk Sergeants, Correction Officers and Correction Sergeants.
- C. The shifts will be open for bidding purposes in November of each year, with the final submissions to be due no later than November 30<sup>th</sup>. Shifts will be assigned based upon seniority. Shift assignments will be implemented during the first full pay period of the following January.
- D. The shift bidding will involve four (4) distinct bidding pools: one for Desk Officers: one for Desk Sergeants: one for Correction Officers: and one for Correction Sergeants.

Section 4. Saturday/Sunday days off will be in effect for one (1) Correction Officer and one (1) Desk Officer position for each shift.

Section 5. Employees shall be allowed to make mutual exchanges of shifts within their job descriptions and assignments. Advance notice of the mutual exchanges shall be made to the supervisor. The mutual exchange will not be allowed if it results in the requirement to pay the exchanging employees overtime.

## 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 day work period or compensatory time off as per Section 6. To determine the hourly rate of such employees, their present salary shall be divided by 2080, 2088, or 2096 hours or 1950, 1957.5 or 1965 hours as in the case of Clerical and Commissary employees as determined by the County Treasurer's Department.

Section 2. In all other sections of the Department, compensation for hours worked in excess of 37.5 hours per week shall be received. This compensation shall be in the form of:

- a. The employees receiving equal time off or being paid straight time at their current hourly rate for hours worked between 37.5hours and 40 hours.

The Department Head shall decide the form of compensation to be granted, and such compensation will be given within 60 days of the date on which the excess hours are worked.

To determine the hourly rate for salaried employees the current salary that employee is receiving shall be divided by 1950,1957.5 or 1965 hours as determined by the County Treasurer's Department.



Section 3. 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 4. When computing overtime, any leave time taken and deducted from an employee's accumulated credit shall be considered as a day worked.

Section 5. 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 6. 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. Personnel shall be permitted to bank up to a maximum of 480 hours of compensatory time.

Section 7. Any time a senior officer is put in the position of Acting Sergeant for more than four (4) hours, he/she will be paid a Ten (\$10) Dollar differential for the shift.

- Section 8.
- A. Employees who volunteer for overtime assignments of four (4) or more will rotate on the mandatory overtime list.
  - B. Part-time Correction Officers will be subject to mandatory overtime, but also those who volunteer for four (4) hours or more will rotate on mandatory list as described in part (A).

## ARTICLE VII RETIREMENT AND HEALTH INSURANCE

### Section 1.

A. The Employer shall continue to provide employees hired on or after July 1, 1976 the Contributory Retirement Plan under the New York State Employees Retirement System for Tier III and Tier IV employees.

B. The Employer agrees to provide the Improved Non-Contributory State Career Retirement Plan 75(I), known as the Non-Contributory "25 Year Career" Plan for all other employees. The Employer further 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 2. Effective December 31, 2001, the County will adopt and implement the 25-year Contributory Retirement Plan pursuant to Section 89-p of the New York State Retirement and Social Security Law for all eligible employees.

### Section 3. Health Insurance

- A. 1. All permanent employees shall be eligible for membership in Saratoga County Health Insurance Plan or such other Health Plan as may be selected by the County pursuant to the terms of this Agreement.

2. The Saratoga County Health Plan includes Blue Shield Hospital, Surgical, and Major Medical coverages. For employees hired prior to 1/1/98 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 care as selected by the employee.

3. HMO/POS Option - The County will provide an HMO/POS health insurance option to the members of the bargaining unit. Under such option, the County will pay the same level of percent contribution toward the HMO/POS insurance premium as the County is obligated to pay toward the indemnification health insurance premiums. If the premiums applicable to the HMO/POS option exceed the premiums for the indemnification plan, the County will only be obligated to pay the dollar equivalent of the indemnification plan premiums; the employee will be responsible for any difference. Employees may change health insurance plans during open enrollment periods which shall occur at least once within ninety (90) days of the date of this agreement and at least annually thereafter.

4. Effective 1/1/98 all new hires shall contribute, through payroll deduction, fifteen (15%) percent of the monthly premium cost of the current health and dental insurance. Such deduction shall be for Individual, 2-Person or Family coverage.

5. 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 new 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 Cross Panel of Doctors.

4. At the end of each plan year, current major 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 January 1, 1998 the major medical and hospital deductibles will be increased to \$200.00 per covered individual.

C. 1. From and after the date of the execution of this Agreement for employees hired on or after April 1, 2004, must have at least 10 years of full-time service as a County employee and be eligible to collect a retirement allowance from a retirement system administered by the State of New York or one of its

civil divisions for the 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 or her retirement.

2. Effective 1/1/98 all new hires who have contributed to the cost of his/her health insurance premiums, shall continue to do so into retirement consistent with the type of coverage he or she has chosen at the time of retirement.

D. 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 termination from the County.

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 the employees at no cost the dental plan currently offered by the County's health insurance carrier.

## ARTICLE VIII HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
	(All but Civil Employees)
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	(Civil Employees Only)
Labor Day	Christmas Day

B. Correction Officer Part-time who work a holiday shall receive holiday premium pay for the following holidays:

Thanksgiving Day	New Year's Day
Christmas Day	Independence Day

Section 2. For civil and commissary employees, when a holiday falls on a Saturday, the day observed shall be observed on the preceding Friday, and when a holiday falls on a Sunday, the day shall be observed on the following Monday. For all other employees, the County holiday schedule will be followed except for New Year's Day, Independence Day and Christmas Day, which will be observed on the actual holiday.

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 employees 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 on such days or forfeit any holiday pay he or she may be due. However, this provision shall be waived when such employee is on sick leave, duly authorized personal leave, bereavement leave or other type of duty authorized paid leave on the day immediately before or immediately after a holiday. In such a situation, the employee shall be deemed to have worked on such days and shall receive the holiday pay, as well as any other pay due, if the employee actually works on the holiday. In the situation where an employee is scheduled to work the day before or after a holiday and does not work and is not on sick leave, duly authorized personal leave, bereavement leave or other type of duly authorized paid leave, even if the employee works the holiday, the employee will not receive or be entitled to any premium holiday pay; rather, in such a situation, the employee will simply be entitled to straight pay for the hours he or she works on the holiday. In the situation where an employee satisfies this provision by working the day before or after a holiday or is on approved leave the day before or after a holiday, but does not actually work the holiday as the employee is instead on either sick leave, duly authorized personal leave, bereavement leave or any type of duly authorized paid leave on the holiday, the employee will be paid his normal pay for the holiday and will be entitled to an additional day to be used on a paid basis. In other words, in such situations when the employee is on approved leave on the holiday, he or she will not receive premium pay for the holiday as the employee did not actually work on such day, but will rather receive straight pay for such time and be entitled to an additional floating holiday to be used with the supervisor's approval.

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. If the Department Head is unable to grant the day(s) off requested by the employee, such employee shall receive pay for the holiday(s) at the end of the second pay period following the Holiday.

Effective January 1, 1995, 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 regularly hourly rate provided that an employee actually works on the holiday listed in Section 1 above and satisfies the requirements of Section 4.

## ARTICLE IX VACATION

### Section 1.

- A. An employee shall be entitled to vacation only upon completion of one (1) year of service.
- B. After completion of one year of service and until the completion of six (6) years of service, an employee shall be entitled to two weeks paid vacation.
- C. 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.
- D. Upon completion of ten (10) years of service, an employee shall be entitled to four (4) weeks paid vacation.
- E. 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.

- F. New employees (employed for less than one year) accrue vacation in their first year for use after January 1 of the following year as follows:

Hire Date	Vacation Awarded 1/1
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

- G. For employees hired prior to January 1, 1971, vacations shall continue to be taken during the following calendar year.

- H. For all employees who have been employed for at least ten (10) years and have for four (4) weeks vacation, effective January 1, 1995, the fourth week of vacation can be taken in single day increments.

- I. Consistent with existing vacation leave policies, vacations taken in whole week increments may begin on any day selected by the employee.

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 periods 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 otherwise 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. Effective 1/1/04 add two (2) additional vacation days after fifteen (15) years of service and reduce annual sick leave accrual from twelve (12) days per year to nine (9) days per year after fifteen (15) years of service with an additional three (3) vacation days added. After fifteen (15) years of service a total of ten (10) vacation days may be taken in single increments. Cooks, Commissary Clerks, Civil Clerks, and ID Officers may take all vacation in single day increments.

## 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. Upon completion of fifteen years of service, an employee shall be granted sick leave with pay of one working day a month for January through September only, or nine (9) working days per year. All employees shall receive a statement showing a total of all sick days accrued on a quarterly basis.

A.     Beginning January 1, 1977, 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. Civil Employees shall be allowed to use their sick time in one (1) hour increments.

(2)     An employee who is absent because of illness or disability for more than fourteen (14) consecutive days may be required by their Department Head to be examined by a 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 Officer shall not unreasonably deny the employee's request.

(4)     Allowable and allowed sick leave time as well as other paid leave 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.

(7) An employee who is injured because of his employment who is covered by General Municipal Law section 207-c and is unable to perform his work will receive salary and benefits as determined by Article XXIII. All other employees 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 two-thirds (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 two-thirds (2/3) of salary, and the employer in turn will reinstate the equivalent sick or vacation days up to a maximum of two-thirds (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 his recovery period by his employer and/or any advance payments previously made directly to him for any period during which his right to benefits under the Workers' Compensation Law were not determined. This 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, son, daughter, stepson or stepdaughter.

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 or step-parents of employee.

C. Should the funeral arrangements be incomplete or delayed and with the approval of the Sheriff or his designee, bereavement leave starting date may be adjusted from the date of the relative's death.

#### 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 schedule 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 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.

#### Section 6. Jury Duty

Any employee will be paid the difference between his jury duty pay and his or her regular pay. Employees are to return to regular duties provided he or she has four or more hours left of his or her regular day.



## 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 representatives 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 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 5. In the event of a reduction in personnel in a Department, the Employer shall endeavor to offer these employees other suitable County employment.

Section 6. The employer shall furnish all employees of the County check stubs showing all deductions from their pay.

Section 7. Coffee breaks and/or rest periods shall be allowed to continue but said coffee breaks and/or rest periods 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 periods for all employees.

Section 8. 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 9. Upon recommendation of the Sheriff, an employee may be reimbursed to a maximum of \$125 per semester up to a maximum of \$250 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 10. 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 11. In the interest of Officer Safety in the tower area of the jail, pepper gas shall be stored in secured areas, to be used by Sergeants, and those acting in that capacity, when needed in their defense.

Section 12.

- A. 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.
- B. 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.

ARTICLE XII  
SEPARABILITY

Section 1.

- A. If any Article or part thereof of 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  
UNION RIGHTS

Section 1. The Employer recognizes the right of the employees to designate representatives 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 2. 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 3. The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. The Officers and agents 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 4. 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 5. 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.

Section 6. 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.

#### 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

##### Section 1.

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

1. 4 long sleeve shirts
2. 4 short sleeve shirts
3. 4 pair of uniform pants
4. 1 pair of uniform shoes
5. 2 black uniform ties
6. 1 tie clasp and collar insignia (fabric)
7. 1 shirt badge (fabric)
8. 1 name plate (fabric)
9. sergeants to be provided with sergeants stripes
10. crepe sole shoes for all correctional personnel
11. Hash marks will be issued to be worn on the uniform sleeve, indicating each three year period of service.

B. Metal collar brass, a metal badge, a metal nameplate, a felt hat, a black winter jacket and a rain coat may be purchased using the uniform allowance for use on the employees' Class A uniform for official functions outside the facility.

##### Section 2.

A. After the initial issuance of uniforms, all uniformed employees shall receive a uniform allowance of \$425.00 annually.

B. The uniform allowance shall be paid in January of each year.

C. During the first year of service, an employee shall receive the uniform allowance pro-rated 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

C. A \$300.00 annual dry cleaning allowance shall be made to each uniformed employee. Each eligible employee shall receive a check in the first pay period of 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 discipline cases, a copy of statement given by bargaining unit employee will be provided to that bargaining unit member. 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 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 Correction Officers 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 Correction Officer 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 Correction Officers 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.

#### Section 1.     Weight Control.

- A. The Official Weight Chart for Correction Officers hired after January 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 Correction Officers.
- D. Correction Officers shall be weighed approximately every ninety (90) days. Scheduling for weigh-ins shall occur during normal work hours, as far as practical, and Correction Officers 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. Correction Officers 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 here.

- 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. Correction Officers 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 maximum. 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 Correction Officers hired on or after January 1, 1993 is set forth in Appendix C, attached hereto and made a part thereof.

B. The County may establish incentive benefits to encourage Correction Officers to attain or exceed these standards. However, a Correction Officer 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 Correction Officer 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 Correction Officer 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 Correction Officers shall receive paid leave at straight time for time spent performing the fitness test.

Section 3. Incentives. As an incentive for the Correction Officers 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  
SENIORITY AND LAYOFF

Section 1. Seniority

Seniority shall be defined as the length of an employee's uninterrupted service in a job title in a full-time position 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.

A. Layoff in the Competitive Class:

If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law.

B. Layoff in the Non-Competitive or Labor Class:

If it is determined that layoffs are necessary, employees in a non-competitive or labor class job title within a department will be laid off in the following order:

- (a) Temporary and probationary employees shall be laid off first.
- (b) Thereafter, permanent employees within a department having seniority shall be laid off in the inverse order of seniority, that is – last in, first out.

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 XX  
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 XXI  
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 XXII 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. The committee shall be established for the purpose of discussion, at mutually acceptable times, 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 a final decision is issued, they shall not reappear at subsequent meetings.

## ARTICLE XXIII 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 correction 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 of 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 Section 207C 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 a question 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 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 do 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 Hines, Ronald Kowalski, Jeffery Selchick, and Sumner Shapiro or other arbitrator mutually selected by the parties. The arbitrator selected shall be on a 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 any 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 noticed 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. \_\_\_\_\_  
Names 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     )  
                                  ) ss.:  
County of Saratoga    )

\_\_\_\_\_, 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 matter she/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 \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
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 XXIV  
PERSONNEL FILES

Section 1. An employee shall have an opportunity to review his/her personnel file, except for letters of reference and security checks, in the presence of his supervisor, upon 24 hours notice (except on Saturdays and Sundays and holidays), and place in such file a response to anything contained therein which such employee deems to be adverse. The personnel file shall contain memoranda or documents relating to such employee's performance on his job which contain criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his/her personnel file. The employee shall sign the memorandum or document acknowledging his/her receipt; however, the employee's signature thereon shall not constitute the employee's agreement with the content of the memorandum or document.

Section 2. Union representatives will be allowed to examine an employee's personnel file with the permission of that employee and in the presence of such employee.

ARTICLE XXV  
OUTSIDE 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.

ARTICLE XXVI  
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.

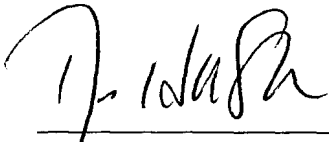


ARTICLE XXVII  
MANDATORY LEGISLATIVE CLAUSE

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVIII  
DURATION

This Agreement shall be effective January 1, 2003 and shall terminate at the close of business December 31, 2006.

  
\_\_\_\_\_  
PRESIDENT, Saratoga County Deputy  
Sheriff's Benevolent Association

*June 10, 2007*

  
\_\_\_\_\_  
CHAIRMAN, Saratoga County  
Board of Supervisors

\_\_\_\_\_  
SHERIFF

5% COLA		2003												
		BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	15th	18th	24th	
Lieutenant	c-3	37,090	41,857	42,632	43,381	44,090	44,793	45,952	46,656	47,372	48,081	48,779		
Ident Officer	c-1	30,605	35,189	35,997	36,807	37,628	38,431	39,811	40,637	41,435	42,250	43,058	43,885	
Desk Sergeant	c-3	31,734	36,363	37,115	37,875	38,640	39,394	40,707	41,429	42,193	42,946	43,705		
Desk Officer	c-18	30,627	35,167	35,921	36,690	37,434	38,210	39,473	40,243	40,997	41,756	42,510		
Civil Clerk	c-5	25,872	29,868	30,688	31,497	32,323	33,133	34,496	35,322	36,132	36,951	37,760	38,563	
Correction Sergeant	c-6	32,849	37,622	38,386	39,134	39,904	40,664	41,950	42,704	43,457	44,222	44,981		
Correction Officer	c-48	31,420	36,064	36,819	37,589	38,348	39,113	40,371	41,136	41,907	42,671	43,425		
Cook	nc-4	28,693	32,983	33,737	34,490	35,233	36,015	37,294	38,049	38,813	39,572	40,337	41,091	
Commissary Clerk	c-1	26,538	30,622	31,425	32,240	33,049	33,870	35,228	36,053	36,862	37,689	38,487		
2.5% COLA		2004												
		BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	13th	17th	21st	25th
Lieutenant	c-3	38,017	42,903	43,698	44,466	45,192	45,913	47,101	47,822	48,556	48,956	49,756	50,556	51,356
Ident Officer	c-1	31,370	36,069	36,897	37,727	38,569	39,392	40,806	41,653	42,471	42,871	43,671	44,471	45,271
Desk Sergeant	c-3	33,904	38,930	39,765	40,616	41,440	42,298	43,697	44,549	45,384	45,784	46,584	47,384	48,184
Desk Officer	c-18	31,393	36,046	36,819	37,607	38,370	39,165	40,460	41,249	42,022	42,422	43,222	44,022	44,822
Civil Clerk	c-5	26,519	30,615	31,455	32,284	33,131	33,961	35,358	36,205	37,035	37,435	38,235	39,035	39,835
Correction Sergeant	c-6	34,782	39,923	40,758	41,611	42,452	43,298	44,690	45,537	46,391	46,791	47,591	48,391	49,191
Correction Officer	c-56	32,206	36,966	37,739	38,529	39,307	40,091	41,380	42,164	42,955	43,355	44,155	44,955	45,755
Cook	nc-4	29,410	33,808	34,580	35,352	36,114	36,915	38,226	39,000	39,783	40,183	40,983	41,783	42,583
Commissary Clerk	c-1	27,201	31,388	32,211	33,046	33,875	34,717	36,109	36,954	37,784	38,184	38,984	39,784	40,584
2.5% COLA		2005												
		BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	13th	17th	21st	25th
Lieutenant	c-3	38,967	43,976	44,790	45,578	46,322	47,061	48,279	49,018	49,770	50,170	50,970	51,770	52,570
Ident Officer	c-1	32,154	36,971	37,819	38,670	39,533	40,377	41,826	42,694	43,533	43,933	44,733	45,533	46,333
Desk Sergeant	c-3	34,752	39,903	40,759	41,631	42,476	43,355	44,789	45,663	46,519	46,919	47,719	48,519	49,319
Desk Officer	c-18	32,178	36,947	37,739	38,547	39,329	40,144	41,472	42,280	43,073	43,473	44,273	45,073	45,873
Civil Clerk	c-5	27,182	31,380	32,241	33,091	33,959	34,810	36,242	37,110	37,961	38,361	39,161	39,961	40,761
Correction Sergeant	c-6	35,652	40,921	41,777	42,651	43,513	44,380	45,807	46,675	47,551	47,951	48,751	49,551	50,351
Correction Officer	c-56	33,011	37,890	38,682	39,492	40,290	41,093	42,415	43,218	44,029	44,429	45,229	46,029	46,829
Cook	nc-4	30,145	34,653	35,445	36,236	37,017	37,838	39,182	39,975	40,778	41,178	41,978	42,778	43,578
Commissary Clerk	c-1	27,881	32,173	33,016	33,872	34,722	35,585	37,012	37,878	38,729	39,129	39,929	40,729	41,529

<b>3% COLA</b>		<b>2006</b>												
		<b>BASE</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>7th</b>	<b>9th</b>	<b>11th</b>	<b>13th</b>	<b>17th</b>	<b>21st</b>	<b>25th</b>
<b>Lieutenant</b>	<b>c-3</b>	40,136	45,295	46,134	46,945	47,712	48,473	49,727	50,489	51,263	51,663	52,463	53,263	54,063
<b>Ident Officer</b>	<b>c-1</b>	33,119	38,080	38,954	39,830	40,719	41,588	43,081	43,975	44,839	45,239	46,039	46,839	47,639
<b>Desk Sergeant</b>	<b>c-3</b>	35,795	41,100	41,982	42,880	43,750	44,656	46,133	47,033	47,915	48,315	49,115	49,915	50,715
<b>Desk Officer</b>	<b>c-18</b>	33,143	38,055	38,871	39,703	40,509	41,348	42,716	43,548	44,365	44,765	45,565	46,365	47,165
<b>Civil Clerk</b>	<b>c-5</b>	27,997	32,321	33,208	34,084	34,978	35,854	37,329	38,223	39,100	39,500	40,300	41,100	41,900
<b>Correction Sergeant</b>	<b>c-6</b>	36,722	42,149	43,030	43,931	44,818	45,711	47,181	48,075	48,978	49,378	50,178	50,978	51,778
<b>Correction Officer</b>	<b>c-56</b>	34,001	39,027	39,842	40,677	41,499	42,326	43,687	44,515	45,350	45,750	46,550	47,350	48,150
<b>Cook</b>	<b>nc-4</b>	31,049	35,693	36,508	37,323	38,128	38,973	40,357	41,174	42,001	42,401	43,201	44,001	44,801
<b>Commissary Clerk</b>	<b>c-1</b>	28,717	33,138	34,006	34,888	35,764	36,653	38,122	39,014	39,891	40,291	41,091	41,891	42,691

## APPENDIX B

### GRIEVANCE PROCEDURE

#### 1. Definitions

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

- A. "Employee" shall mean any bargaining unit member.
- 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, 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 the 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 ten (10) 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. If the grievance is denied, the supervisor shall provide the specific basis for denial.

4. Second Stage

- a. If an 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. If the grievance is denied, the Department Head shall provide the specific basis for denial. If the decision is not issued, the Union may proceed to the next stage.

5. Grievance Committee

If the Union is not satisfied with the decision of the Department Head, the Union may submit the grievance to the designated triage arbitrator. The parties shall schedule regular meetings, as needed, with the triage arbitrator. At these meetings the parties will present their positions on all pending grievances. Upon request of the parties, the triage arbitrator shall review the facts and provide an opinion regarding the merits of each grievance. The triage arbitrator may also assist in mediating a settlement of the grievance. The triage process shall be considered a settlement process, and may not be referred to in subsequent arbitrations.

If the grievance is not resolved at the triage step, the Union may proceed to advisory arbitration. The Union and/or the Sheriff or County shall have the ability to bypass the triage arbitrator and proceed directly to the arbitration process.

The parties shall maintain a list of mutually agreed upon arbitrators. The arbitrators shall be listed in alphabetical order and grievances will be assigned on a rotating basis. Each party may

strike one arbitrator from the list for each arbitration matter. By mutual agreement of the parties, a specific arbitrator may be designated for a specific case. In the event that no acceptable arbitrators remain on the list, an arbitrator shall be selected pursuant to the Rules and Regulations for Voluntary Contract Grievance Arbitration issued by the Public Employment Relations Board.

Triage Arbitrator:           Tom Hines  
                                      Jeff Selchick

Arbitration Panel:           Eric Lawson, Jr.  
                                     Ron Kowalski  
                                     Sumner Shapiro  
                                     Tom Hines  
                                     Jeffrey Selchick

## 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. Correction Officers 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 a Correction Officer 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 Correction Officer 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 Correction Officer lowers the body until the Correction Officer'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 Correction Officer 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 Correction Officer's abilities to maintain continued exertion over a prolonged period of time. The Correction Officer 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 indicated number of bent knee sit ups in one minute's time:

	Age				
	10-29	30-39	40-49	50-59	60-69
Male	34	31	26	20	18
Female	30	24	15	14	14

### C. Flexibility

It is important that Correction Officers 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 charted below:

1.5 mile run (in minutes)	Age				
	20-29	30-39	40-49	50-59	60-60
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 "Standards of Error" in calculating the above standards. These standards 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

<u>HEIGHT</u>	<u>MINIMUM ACCEPTABLE WEIGHT</u>	<u>MAXIMUM ACCEPTABLE WEIGHT</u>
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

<u>HEIGHT</u>	<u>MINIMUM ACCEPTABLE WEIGHT</u>	<u>MAXIMUM ACCEPTABLE WEIGHT</u>
4 ft. 10 in.	90	153
11 in.	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.

## APPENDIX E

### VACATION REQUEST/APPROVAL

With respect to the application and interpretation of Article IX of the Agreement as it relates to vacation requests, the parties specifically recognize that the County and/or Department Head will have the right to deny vacation leave requests during emergency situations. Moreover, the parties specifically recognize that previously approved vacation requests can be cancelled by the County or Department Head during emergency situations. Emergency situations shall include such things as inmate situations involving mass escapes, riots, long term power failures, designated "disasters" and "emergencies," etc.

With respect to mandated training situations over which the Department has no scheduling control, vacation requests can be denied or cancelled so that the operational needs of the Department can be met by sending the appropriate officers to such mandated training. An example of such mandated training would be supervisory school for corrections officers appointed to corrections sergeants. In such a situation, the officer who was up for promotion would be advised of the mandated supervisory training and (s)he would then decide whether to accept the promotion.

With respect to non-mandated training, if the training opportunity is assigned to a corrections officer before the officer submits a vacation leave request, the vacation leave request can be denied by the County or Department Head. However, if the vacation leave request was submitted and approved prior to the assignment of the training opportunity to the corrections officer, the officer will be allowed to take his or her vacation leave.

The parties agree to continue the method of vacation selections as set forth in the Department's Policy and Procedures Manual. More specifically, officers will submit their vacation leave requests prior to March 31<sup>st</sup> of the given calendar year. Those requests will then be approved by the Department Head based on seniority in a manner consistent with past practice. Once those requests are approved, the officers will be allowed to take their vacation leaves on the dates requested, except as otherwise set forth herein.

Vacation requests submitted after March 31<sup>st</sup> shall be acted upon on a "first come, first served" basis. Upon receipt of the request, the department head or designee will review projected staffing levels for the date(s) requested. Vacation requests shall be granted unless doing so would place the staffing level more than two persons below the minimum staffing requirements of the New York State Commission on Correction. Vacation requests which would result in a staffing level more than two persons below this minimum may be denied. For purposes of this section, staffing levels will be determined based upon projections at the time the request is submitted.

Requests for single day(s) vacation made after March 31<sup>st</sup> shall be submitted in accordance with departmental policy at least three (3) days prior to the day(s) requested. Requests for one or more weeks vacation made after March 31<sup>st</sup> shall be submitted in accordance with departmental

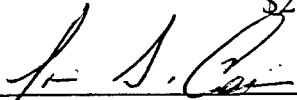
policy at least seven (7) days prior to the day(s) requested. Requests submitted after the limits provided may be denied, however, the Department Head will make a good faith effort to accommodate such leave requests notwithstanding the late submission of the requests.

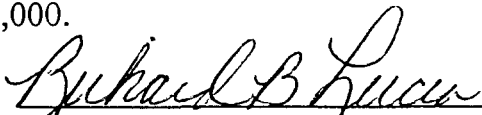
Side Letter Number 1

This document will serve as a side letter to the 1994-1996 contract between the Saratoga County Deputy Sheriff's Benevolent Association 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.

  
\_\_\_\_\_  
PRESIDENT, Saratoga County  
Deputy Sheriff's Benevolent  
Association

  
\_\_\_\_\_  
CHAIRMAN, Saratoga County  
Board of Supervisors


9/15/99  
\_\_\_\_\_  
Date


\_\_\_\_\_  
Collective Bargaining  
Specialist

Side Letter Number 2

This document will serve as a side letter to the 1991-1993 contract between the Saratoga County Deputy Sheriff's Benevolent Association 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 the Union 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.

  
\_\_\_\_\_  
PRESIDENT, Saratoga County  
Deputy Sheriff's Benevolent  
Association

  
\_\_\_\_\_  
CHAIRMAN, Saratoga County  
Board of Supervisors

9-15-99  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Collective Bargaining  
Specialist

## NOTES