



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Chenango, County and Sheriff of and the Chenango County Sheriffs Employees Association, Inc. (2005)**

Employer Name: **Chenango, County and Sheriff of**

Union: **Chenango County Sheriffs Employees Association, Inc.**

Local:

Effective Date: **01/01/05**

Expiration Date: **12/31/09**

PERB ID Number: **6995**

Unit Size: **78**

Number of Pages: **38**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

GEN 16995

AGREEMENT

BETWEEN

COUNTY AND SHERIFF OF CHENANGO

AND THE

**CHENANGO COUNTY SHERIFF'S EMPLOYEES
ASSOCIATION, INC.**

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 23 2009

ADMINISTRATION

January 1, 2005 – December 31, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
ARTICLE 1	Recognition	1
ARTICLE 2	Association Status	1
ARTICLE 3	Association Business Leave	1
ARTICLE 4	Management Policy	2
ARTICLE 5	Equal Employment Opportunity	2
ARTICLE 6	Agreement Scope	2
ARTICLE 7	Dues Deductions	2
ARTICLE 8	Management Rights	2
ARTICLE 9	Appointments	3
ARTICLE 10	Work Schedules	5
ARTICLE 11	Out-of-Title Pay	6
ARTICLE 12	Holidays	6
ARTICLE 13	Posting of Vacancies	7
ARTICLE 14	Meeting with Sheriff	8
ARTICLE 15	Uniform and Equipment	8
ARTICLE 16	Mileage	10
ARTICLE 17	Reimbursement for Loss or Damage of Personal Property	10
ARTICLE 18	Sick Leave	10
ARTICLE 19	Vacation	12
ARTICLE 20	Vacation Banking Policy	12
ARTICLE 21	Bereavement Leave	13
ARTICLE 22	Personal Business Leave	13
ARTICLE 23	Education/Job Related Courses	14
ARTICLE 24	Shift Differential	15
ARTICLE 25	Protection Against Liability Actions	15
ARTICLE 26	Workers' Compensation	15
ARTICLE 27	Health Benefits	16
ARTICLE 28	Retirement	19
ARTICLE 29	Overtime Compensation	19
ARTICLE 30	Longevity	20
ARTICLE 31	Promotions	20
ARTICLE 32	Outside Employment	21
ARTICLE 33	Inspection of Personnel Records	21
ARTICLE 34	Job Security	21
ARTICLE 35	No Strike Pledge	22
ARTICLE 36	Grievance Procedure	22
ARTICLE 37	Discipline and Discharge	26
ARTICLE 38	Labor Management Committee	26
ARTICLE 39	Leave of Absence	27
ARTICLE 40	Americans with Disabilities Act	28

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 41 Applicable Law/Savings Clause	28
ARTICLE 42 Legislative Approval	28
ARTICLE 43 Base Wage	29
ARTICLE 44 Term of Agreement	29
ARTICLE 45 General Provisions	30
Signature Page	30
APPENDIX A Base Wage Schedule	31

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
Agreement Scope	2
Americans with Disabilities Act	28
Applicable Law/Savings Clause	28
Appointments	3
Association Business Leave	1
Association Status	1
Base Wage	29, 31
Bereavement Leave	13
Discipline and Discharge	26
Dues Deductions	2
Education/Job Related Courses	14
Equal Employment Opportunity	2
General Provisions	39
Grievance Procedure	22
Health Benefits	16
Holidays	6
Inspection of Personnel Records	21
Job Security	21
Labor Management Committee	27
Leave of Absence	26
Legislative Approval	28
Longevity	20
Management Policy	2
Management Rights	2
Meeting with Sheriff	8
Mileage	10
No Strike Pledge	22
Outside Employment	21
Out of Title Pay	6
Overtime Compensation	19
Personal Business Leave	13
Posting of Vacancies	7
Preamble	1
Promotions	20
Protection Against Liability Actions	15
Recognition	1
Reimbursement for Loss or Damage of Personal Property	10
Retirement	19
Shift Differential	15
Sick Leave	10
Term of Agreement	28
Uniform and Equipment	8
Vacation	12
Vacating Banking Policy	12
Work Schedules	5
Workers' Compensation	15

PREAMBLE

In accordance with the Taylor Law, Chenango County, the Chenango County Sheriff (hereinafter "County or Sheriff") and the Chenango County Sheriff's Employees Association, Inc. (hereinafter "Association") declare it to be their mutual policy to promote and maintain a harmonious and cooperative relationship between the County and its employees in order to protect the public, by assuring at all times, the orderly and uninterrupted operation and function of government.

WHEREAS, the Taylor Law further provides that when an employee organization has been certified or recognized pursuant to provisions thereof, the Public Employer shall be and hereby is, required to negotiate collectively with such employee organization in the determination of, and administration of grievances arising under, the terms and conditions of employment of the public employees as provided therein, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment.

The County and the Association recognize the common interest in the public service of Chenango County beyond their collective bargaining relationship and agree to strive together to insure the highest quality of service to the people of Chenango County, and it is with these goals in mind that they enter into this collective bargaining agreement.

ARTICLE 1 - RECOGNITION

- 1.01 The County recognizes the Association as the sole and exclusive representative and bargaining agent for all full-time employees of the Sheriff's Office in the titles of Correction Officer, Corrections Sergeant, Corrections Lieutenant, Public Safety Dispatcher, Head Public Safety Dispatcher, Mechanic, Cook, Civil Clerk, Chief Civil Clerk, Building Maintenance Worker, and Correctional Facility Nurse.
- 1.02 When new titles are created, the County will consult with the Association in determining whether the new titles should be included in the bargaining unit defined above. If the parties cannot agree on the unit status of a title, the matter shall be submitted to the Public Employment Relations Board for final determination. The County may create the position and fill the vacancy subject to a final determination.

ARTICLE 2 - ASSOCIATION STATUS

- 2.01 Unchallenged Representation - The County and the Association agree, pursuant to Section 208 of the Civil Service Law, that the Association shall have unchallenged representation status for the maximum period permitted by Law.

ARTICLE 3 - ASSOCIATION BUSINESS LEAVE

- 3.01 The County agrees to provide the Association with up to three (3) work days off with pay in each calendar year to attend to Association business.
- 3.02 Written notice for such leave, certified by the Association President, must be presented to the Sheriff or his/her designee at least five (5) working days prior to the requested leave date.
- 3.03 Within two (2) business days of receiving approval for this leave, the Association President shall notify the Personnel Officer of the amount of time and the person using such time.

ARTICLE 4 - MANAGEMENT POLICY

- 4.01 It is the policy of the County and the Sheriff to promote harmonious and cooperative relationships with its employees and thereby to assure the orderly and uninterrupted operations of County government.

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY

- 5.01 Acknowledging the principles inherent in Federal and State Legislation, the parties to this Agreement hereby affirm that they shall ensure equal employment opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, national origin, political affiliation or belief, or physical or mental handicap.

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

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

ARTICLE 6 - AGREEMENT SCOPE

- 6.01 This Agreement constitutes the entire agreement between the County, the Sheriff and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject referred to or covered in it or with respect to any subject not covered in it.

This Agreement may be amended or supplemented only by written mutual agreement of the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired. Neither party shall be obligated to discuss or agree to such proposed amendment or supplement.

ARTICLE 7 - DUES DEDUCTIONS

- 7.01 The County will deduct from the wages of employees represented by the Association from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the County in accordance with this Article will be remitted to the Association on a bi-weekly basis. The revocation rights of an employee relating to payroll deductions are recognized by the Association under this Agreement in accordance with applicable New York State Law.
- 7.02 The Association hereby agrees to indemnify the County and hold it harmless regarding any claims and suits pertaining to dues deductions. This includes legal fees and any other expenses and costs incurred in defending such claims and suits and any judgments or awards resulting therefrom.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibility possessed by the County/Sheriff are retained by it, including, but not limited to the following:
- A. The right to determine the mission, purposes, objectives, services and policies;
 - B. The right to determine the facilities, methods, means and number of personnel required for conduct of programs;

- C. The right to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, demotion, assignment, transfer or layoff of employees pursuant to law;
- D. The right to direct, deploy and utilize the work force;
- E. The right to schedule working hours and assign overtime;
- F. The right to establish, modify or change work schedules, standards or rules;
- G. The right to determine policy affecting the selection or training of new and existing employees;
- H. The right to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law;
- I. The right to discipline or discharge employees in accordance with adopted rules of conduct, law and the provisions of this Agreement;
- J. The right to contract out for goods and services within budget limitations and applicable law;
- K. The right to make and enforce rules, regulations, and policy concerning personnel procedures and practices to assure the continuous and efficient operation of the Sheriff's Office in the execution of its duties and responsibilities to the people of Chenango County and the State of New York.

ARTICLE 9 - APPOINTMENTS

9.01 Appointments

Except as otherwise provided herein, appointments shall be made at the pleasure of the Sheriff and in accordance with Civil Service Law and Rules and the provisions of Article 13 – Posting of Vacancies of this Agreement.

9.02 Medical and Psychological Examinations

Candidates for correction positions will be required to satisfactorily complete all stages of the New York State Commission of Corrections standards for Correction Officers, and undergo a psychological evaluation, the results of which are satisfactory to the Sheriff, prior to appointment. The County, however, agrees to give consideration to hearing and visual deficiencies discovered at the time of examination for those candidates for the position of Correction Officer.

The Sheriff, at his/her discretion, may waive the medical and psychological examination requirements for candidates being appointed to the positions of Corrections Sergeant and Corrections Lieutenant.

All candidates for appointment or promotion to any position may be required by the Sheriff to successfully complete a drug test prior to permanent appointment.

The costs of conducting medical, physical fitness and psychological examinations shall be borne by the County.

Nothing contained herein shall be construed as limiting the right of the County/Sheriff to require an employee to submit to medical and/or psychological examinations to verify the employee's ability or inability to physically or mentally perform the duties of his/her position.

9.03 Periodic Drug and Alcohol Testing:

Given the nature and sensitivity of the work performed by Sheriff's Office employees, the public has the absolute right to expect that those employees will be free from the effects of drugs and alcohol.

The County has the right to expect that Sheriff's Office employees will report for work fit and able for duty and set a positive example for the community.

In order to help protect the public by insuring that Sheriff's Office employees have the physical stamina and emotional stability to perform their assigned duties, and in an effort to provide a safe work environment and help sustain the character and public image of individual employees, the County and the Association agree that the Sheriff may require employees to submit to drug and alcohol testing at a place designated by the County and that such testing shall be performed in accordance with the Departmental policy established by the Sheriff and any amendments thereto.

The purpose of this policy shall be achieved in such a manner as not to violate any established constitutional rights of an employee.

The Sheriff may require that an employee submit to alcohol and drug testing on a random basis and also where the Sheriff has reasonable suspicion to believe that: (a) an employee is being affected by alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs. The Sheriff may also require that an employee submit to random alcohol and drug testing where the employee's duties are primarily related to drug enforcement, and before and after an employee is temporarily assigned to a departmental drug enforcement operation.

Drug and alcohol screening tests shall be paid for by the County.

Unlawful use of drugs or the use of alcohol during or just before work, or the failure to cooperate in testing shall be cause for discipline, including discharge.

9.04 Probationary Term

The duration of probationary periods will be in accordance with the provisions of the Rules for the Classified Service of Chenango County.

If in the judgment of the Sheriff, the conduct or performance of a probationer is not satisfactory, the probationer may be discharged, suspended, or demoted without recourse to the grievance procedure at any time on or before completion of the probationary period.

9.05 Mandated Training

When an employee is required to attend the mandated training courses set forth below, the County will pay the cost of training and will reimburse the employee for authorized expenses incurred in the course of attendance at such training.

A. Correction Officer:

A Correction Officer must successfully complete, within the prescribed time limit, the Basic Correction School and Peace Officer Training sanctioned by the New York State Commission of Corrections.

B. Corrections Sergeant:

A Corrections Sergeant must successfully complete the supervisor's course sanctioned by the New York State Commission of Corrections.

C. Chief Clerk:

A Chief Clerk must successfully complete the New York State Sheriffs' Association's Civil School.

9.06 Reinstatements/Rehiring/Transfers

Effective January 1, 2007, an employee who voluntarily resigns from the Sheriff's Office and is subsequently rehired and/or reinstated by the Sheriff's Office within one (1) year of the effective date of the resignation, shall be placed back into his/her last held position, and that employee shall be paid at the same Step rate of pay he/she was receiving at the time of resignation. That employee's prior seniority will also be restored for the purpose of health insurance premium contributions and future paid leave accruals which may be prorated to account for the period of time he/she was not employed in the Sheriff's Office. However, there shall be no restoration of any paid leave accruals lost at the time of resignation; nor shall there be any accrual or seniority credited while the individual was not employed in the Sheriff's Office.

In the event of a lateral transfer, or resignation reinstatement of more than one (1) year, that employee shall be considered a new employee and placed at Step 1 - Starting of the Base Wage schedule, attached hereto as Appendix "A" and made a part of this Agreement, upon hire. Upon the completion of his/her field training, the employee may, in the discretion of the Sheriff, be credited for each year of full time paid service, as a Correction Officer or Public Safety Dispatcher, and placed on the corresponding Step, up to Step 5 of the Base Wage schedule, attached hereto as Appendix "A" and made a part of this Agreement.

Upon written request by the Association President to the Sheriff, he/she shall provide what additional Step any transfer or resignation reinstatement was placed at above Step 1 - Starting, based on each year of full-time paid service as a Correction Officer or Public Safety Dispatcher.

ARTICLE 10 - WORK SCHEDULES

10.01 The Corrections Lieutenant shall work a 5-2 schedule, consisting of five (5) days on duty followed by two (2) days off duty.

All other correction and dispatching personnel, excluding civil unit, maintenance, mechanics, cooks, and nurses, shall work a 4-2 schedule, consisting of four days on duty followed by two days off duty. In consideration of the fewer days of work per year under this schedule, employees working a 4-2 schedule will relinquish any right to holiday time off and holiday pay. This shall include both County designated and floating holidays. Effective January 1, 2007, Article 12, 12.02 Holidays shall be applicable.

Corrections Officers, Correction Sergeants, and Correction Lieutenants shall work an eight and one-quarter (8 ¼) hour shift. All other employees shall work an eight (8) hour shift.

Notwithstanding the above three paragraphs, a Public Safety Dispatcher may be assigned by the Sheriff to E-911 addressing functions on a 5-2 (Monday through Friday) work schedule consisting of five days on duty followed by two days off duty. Such Public Safety Dispatcher shall be entitled to the applicable designated County holidays set forth in Section 12.01 of the Agreement when such holiday(s) fall during a week of such assignment to E-911 duties. The Sheriff retains full discretion as to the assignment including but not limited to: whether the E-911 addressing function shall be continued, whether the E-911 duty shall be performed by one or more persons, and whether such duty should be performed on a 5-2 or 4-2 work schedule.

The Head Public Safety Dispatcher shall work Monday through Friday.

- 10.02 Correction and dispatching personnel shall be entitled to a minimum of twelve (12) hours off between shifts, except in the event of an emergency.
- 10.03 Should it be necessary in the interest of efficient operations to change an employee's shift after the work schedule has been posted, the Sheriff or Undersheriff will notify the affected employee of such change in work hours at least four (4) days prior to the change taking effect, except in the event of an emergency.

ARTICLE 11 – OUT-OF-TITLE PAY

- 11.01 Any full-time Correction Officer who is assigned to and performs the duties of a supervisory position for more than five (5) working days in a calendar year shall, commencing after said fifth (5th) working day be paid the salary of a Corrections Sergeant for each day he/she performs the duties of a supervisory position.

Effective October 9, 2007, and in the event a Corrections Sergeant is not scheduled or working a shift as set forth in Article 10 – Work Schedules, a Correction Officer shall be designated to assume the duties of, and be paid at the Corrections Sergeant Base Wage hourly rate of pay for all hours worked, or part thereof, in that capacity.

ARTICLE 12 - HOLIDAYS

- 12.01 An employee in the title of Mechanic, Cook, Civil Clerk, Chief Civil Clerk, Head Public Safety Dispatcher, Correctional Facility Nurse, Building Maintenance Worker, Corrections Lieutenant and the Public Safety Dispatcher assigned to 911 addressing function duties, who work Monday through Friday, shall be entitled to the following Holidays off with pay:

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 6. Columbus Day |
| 2. Presidents' Day | 7. Veteran's Day |
| 3. Memorial Day | 8. Thanksgiving Day |
| 4. Independence Day | 9. Day after Thanksgiving |
| 5. Labor Day | 10. Christmas Day |

- 12.02 An employee who works on any of the following holidays, shall be paid one and one-half times (1.5X) his/her applicable hourly rate, including longevity if applicable, for all hours, or any part thereof, worked:

- | | | |
|---------------------|---------------------|---------------------|
| <u>1/1/07</u> | <u>1/1/08</u> | <u>1/1/09</u> |
| 1. Thanksgiving Day | 1. Memorial Day | 1. New Year's Day |
| 2. Christmas Day | 2. Independence Day | 2. Memorial Day |
| | 3. Labor Day | 3. Independence Day |
| | 4. Thanksgiving Day | 4. Labor Day |
| | 5. Christmas Day | 5. Thanksgiving Day |
| | | 6. Christmas Day |

- 12.03 Holiday pay will not be paid when an employee is absent from work the day preceding or following a holiday, if on any of these days the employee was regularly scheduled to work.

- 12.04 Exiting employees will not receive pay for holidays which fall after their last day of work.

12.05 All employees set forth in 12.01 herein shall be entitled to a maximum of two (2) floating holidays, with the date(s) to be selected by the employee and subject to the approval of the Sheriff or his/her designee, with the following conditions.

- a. All employees who are hired and/or assigned on or before February 12th of each year shall be credited with two (2) floating holidays.
- b. All employees who are hired and/or assigned on or after February 13th through June 30th of each year shall be credited with one (1) floating holiday.
- c. On January 1st of the following year, all employees, regardless of the date assigned, shall be credited with two (2) floating holidays for that year.
- d. Exiting employees will not be paid for unused floating holidays.
- e. Floating holidays must be taken in full day units.

12.06 Floating holidays shall not accumulate from year to year, but rather, must be taken in the year they are credited.

12.07 Employees must have been continuously employed for at least six (6) months prior to utilizing a floating holiday.

ARTICLE 13 - POSTING OF VACANCIES

13.01 For purposes of this Article, a vacancy shall be defined as a full-time regular payroll position for which a Civil Service eligible list does not exist. These vacancies shall be posted on the Sheriff's Office bulletin board for a period of five (5) consecutive calendar days.

13.02 The posting shall contain job title, rate of pay, location and the minimum qualifications required for appointment to the position.

13.03 Existing full-time employees who have completed at least one (1) year of continuous service in their current position, and who meet the minimum qualifications of the vacant position, shall have the opportunity to be considered for posted vacancies if they indicate their interest in the position by submitting a County application for employment to the Personnel Office within the posting period.

13.04 The Sheriff will consider those employees who meet the specifications for the position along with other eligible applicants. All factors being equal, an existing employee will be awarded the position.

13.05 The Personnel Officer will notify the Association President of the Sheriff's selection decision within fifteen (15) working days of the decision.

13.06 The Sheriff shall have the right to temporarily fill all vacancies pending compliance with the posting provisions of this section.

ARTICLE 14 - MEETING WITH SHERIFF

14.01 An employee may request a meeting with the Sheriff and/or Undersheriff to discuss a personal matter, or job related problem(s). An employee can request a personal interview with the Sheriff or Undersheriff by contacting the Sheriff or Undersheriff during their normal working hours.

ARTICLE 15 - UNIFORM AND EQUIPMENT

15.01 The County will issue the following items to all personnel required to wear uniforms:

Correction Officers:

Trousers	4 pair
Short sleeved shirts	4
Long sleeved shirts	3
Set of Black BDU's	
Trousers	1 pair
Short sleeved shirt	1
Long sleeved shirt	1
Baseball cap	1
Winter Coat	1
Trouser belt	1
Hat	1
Hat cover	1
Uniform shoes or boots	1 pair
Hat badge	1
Coat badge	1
Shirt badge	1
Wallet badge	1
Uniform ties	1
Tie bar	1
Collar insignias	1
Radio clip	1
ID Holder	1
Name Plate	2

Upon successful completion of the State mandated firearms training course and the departmentally sponsored "Range Qualification Training" the Sheriff will issue the following items to Correction Officers authorized to carry firearms.

Security holster	1
Gun belt	1
Handcuff case	1
Ammunition holder	1

No later than January 1, 2009, the County shall provide sufficient standardized duty weapon and equipment (i.e., holster), as authorized by the Sheriff, and the weapon and equipment will be maintained at the Sheriff's office for issue and use by Corrections Officers in the performance of their duties (e.g., transports). The standardized duty weapons shall be issued for use only after successful completion of firearms qualifications. The entire cost of the duty weapon and equipment (i.e., holsters) shall be borne by the County.

Public Safety Dispatchers:

Trousers	4 pair
Short sleeved shirts	4
Long sleeved shirt	1
Sweater	1
Belt	1
Shoes	1 pair
Shirt badge	1
Wallet badge	1
Name Plate	1
Collar Insignias	1
ID holder	1
Tie	1
Tie clip	1
Winter coat (Head Public Safety Dispatcher only)	1

Civil Unit Personnel:

Trousers	3 pair
Short sleeved shirts	3
Long sleeved shirts	3
Sweater	1
Belt	1
Shoes	1 pair
Shirt badge	1
Name plate	1
Collar insignias	1
Tie	1
Tie clip	1
Winter coat (Chief Clerk only)	1

Correctional Facility Nurse

Nurse uniform	4
Lab coat	1
Shoes	1 pair

15.02 Upon severance of employment, employees must surrender all uniform and equipment items issued by County, to the Sheriff or his/her designee, with the exception of shoes or boots. Failure to do so shall require the employee to be liable for the value of said items. Until this condition is met, the County will hold the employee's final paycheck.

15.03 The County will pay for the dry-cleaning of two (2) shirts and two (2) pair of trousers weekly, and jackets or coats will be cleaned as needed, provided said cleaning is done through the Sheriff's Office.

15.04 Items issued by the County that the Sheriff or his/her designee deemed to be damaged or destroyed, due to no fault of the employee, will be repaired or replaced by the County upon the surrender of said item(s).

- 15.05 Employees shall be held responsible for the proper use, care and safekeeping of all County purchased equipment. This shall include all uniform items listed in this Article, motor vehicles, manuals and any material, which is under the control of or in the possession of said employee.
- 15.06 If it is established that loss, damage, or destruction of County-owned property is due to carelessness or misuse by an employee, in addition to the disciplinary action available to the Sheriff, restitution for said property may be imposed by the Sheriff. An employee who is ordered to pay restitution shall have ninety (90) days to do so.
- 15.07 All uniforms and equipment provided by the County shall be used by employees solely for the purpose of performing their official duties in the service of the County. Uniforms and equipment provided by the County may not be utilized for purposes other than employment with the County, unless prior approval is received from the Sheriff.

ARTICLE 16 - MILEAGE

- 16.01 All employees authorized to use their private automobiles for the purpose of conducting County business, shall be reimbursed at the IRS mileage rate last adopted by the County, and any changes which shall be implemented on a prospective basis only as soon as practicable after the County Auditor acquires actual knowledge of said rate change.

ARTICLE 17 - REIMBURSEMENT FOR LOSS OR DAMAGE OF PERSONAL PROPERTY

- 17.01 When on official duty and personal property consisting of briefcases, eyeglasses, civilian clothing or watches is damaged or destroyed while engaged in the performance of duty the cost of replacement or repair, after proper and adequate adjustment is completed, will be paid by the County.
- 17.02 Such reimbursement shall be made only after written documentation containing the facts, and the value of the damaged or destroyed property is presented to the Sheriff or his/her designee, and an official inspection of the damaged item has been made, if possible.
- 17.03 In no event shall reimbursement for any one (1) item of personal property exceed two-hundred dollars (\$200.00).
- Effective October 9, 2007, no reimbursement shall be made for any one (1) item of personal property to exceed four hundred dollars (\$400.00), except for eyeglasses, which shall be replaced at the actual cost.
- 17.04 Such reimbursement shall be made in accordance with the current market value of the item at the time of damage.
- 17.05 The Sheriff or his/her designee shall retain the right to decide whether an item shall be repaired or replaced.
- 17.06 Market value shall be determined through mutual agreement between the Sheriff and the employee, or through consultation with an individual mutually determined qualified to appraise the damages.
- 17.07 An employee who is reimbursed hereunder through insurance, litigation, or otherwise, shall be required to reimburse the County for any payment previously issued for said item.

ARTICLE 18 - SICK LEAVE

- 18.01 Except as otherwise provided herein, sick leave shall be used only for the personal illness or disability of the employee that prevents the employee from performing the duties of their position.

Personal illness or disability shall be defined as a contracted or incurred suffering from any sickness or disability of an employee which renders the employee unable to perform the duties of their position, including any time an employee is restricted from work by a physician due to exposure to a contagious disease.

18.02 Sick leave credits shall be accumulated at the rate of one (1) working day per month for each continuous month worked. Sick leave credits will not accumulate when an employee is on a leave of absence or on sick leave for more than one-half (1/2) of the working days in a month. Sick leave will not continue to accrue during a workers' compensation leave.

Sick leave shall be credited to an employee the first (1st) day of the month, following the month in which it was earned.

18.03 Abuse, excessive use, or fraudulent use of sick leave shall be grounds for disciplinary action.

18.04 Sick leave shall be allowed to accumulate up to a maximum of one hundred and sixty-five (165) working days.

Effective January 1, 2007, sick leave shall be allowed to accumulate up to a maximum of two hundred and forty (240) working days.

18.05 Sick leave may be used in minimum units of one (1) hour. Sick leave taken in excess of one (1) hour may not be taken in less than thirty (30) minute increments.

18.06 An employee reporting sick must notify the shift supervisor at least two (2) hours prior to the start of the employee's shift. Sick leave shall not be granted unless such notification is made, but instead, shall be considered as unauthorized time off without pay.

When an employee notifies the shift supervisor that he/she will be out sick, he/she shall also notify the shift supervisor of any scheduled court appearances and appointments he/she will be unable to keep as a result of such absence.

18.07 Proof of illness may be required at the discretion of the Sheriff, but will not be routinely required for absences of less than three (3) days.

18.08 Any employee who is absent due to an extended illness which shall be defined as an illness lasting two (2) consecutive calendar weeks or longer, shall provide the Sheriff or his/her designee, with a doctor's verification of illness. Such verification shall be submitted every thirty (30) consecutive days thereafter. If the employee fails to submit sufficient proof of illness, when required to do so, such absence shall be considered as time off without pay. Upon return from extended sick leave, the employee shall submit to the Sheriff or his/her designee, a physician's statement attesting to the employee's physical ability to perform the duties of his/her position. No employee shall be allowed to return to work who has failed to present such physician's statement.

18.09 The County shall have the right, at its discretion, to verify the report of the attending physician and to require that the employee be examined, at the County's expense, by a physician selected by the County, to verify the employee's ability to perform the functions of his/her job.

18.10 An employee shall be allowed to use up to a maximum of five (5) days of their accumulated sick leave each calendar year to attend to a spouse, child or parent residing in the employee's household who is suffering from a personal injury or disability that requires the employee's personal care and attendance.

18.11 Upon written request to the Personnel Officer, an employee who retires pursuant to Article 28 - Retirement, or is eligible for such retirement within sixty (60) days of the employees last day

actually worked, shall be paid for all unused sick leave accumulation up to the maximum as set forth in Section 18.04 above, as follows:

<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
\$10.00/day	\$10.00/day	\$10.00/day	\$15.00/day	\$20.00/day

ARTICLE 19 - VACATION

19.01 All employees shall earn vacation annually in accordance with the following schedule:

<u>Year(s) of Continuous Service</u>	<u>Days per Year</u>
After one (1) year	ten (10) working days
After five (5) years	fifteen (15) working days
After fifteen (15) years	twenty (20) working days

19.02 Vacation leave will be paid at the employee's regular compensation rate.

19.03 No vacation time is accumulated for any period when the employee is absent without pay.

19.04 Vacation time may be used in minimum increments of one (1) day.

19.05 After completion of the first (1st) anniversary year, all employees may take vacation between January 1st and December 31st of each calendar year based upon the number of consecutive years of service completed in that calendar year.

19.06 Upon separation, vacation will be paid prorated based upon earned vacation at last anniversary date, less vacation used. The employee will reimburse the County for any vacation taken but not earned.

19.07 The selection of vacation shall be governed by seniority and granted in accordance with the employee's wishes insofar as the departmental workload permits.

19.08 In case of an emergency as determined solely by the Sheriff or his/her designee, he/she may cancel and reschedule any and all approved vacations. The Sheriff, or his/her designee, shall also have the right to limit the number of employees on vacation leave according to work requirements.

ARTICLE 20 - VACATION BANKING POLICY

20.01 All employees who have completed one (1) continuous year of service shall be entitled to carry-over or "bank" a portion of their earned vacation.

20.02 Any employee who has completed one (1) year of continuous service shall be entitled to automatically carry-over a maximum of five (5) days of accrued vacation. These five (5) days is not cumulative.

20.03 Under extenuating circumstances, requests to "bank" an additional five (5) days of accrued vacation will be given consideration. These requests must be in writing to the Sheriff and Personnel Officer, and state the nature of the circumstance. Approval is required by both the Sheriff and the Personnel Officer. All written requests to "bank" vacation must be presented to the Sheriff and Personnel Officer no later than November 1st of the calendar year in which it is scheduled to be taken.

20.04 Under no circumstances may an employee have more than a maximum of ten (10) days of "banked" vacation.

- 20.05 Vacation time is to be "banked" and taken in minimum increments of one (1) day.
- 20.06 To assure that work interruptions are minimized, all "banked" vacation time taken in any calendar year is subject to the discretion of the Sheriff or his/her designee, and dependent upon the workload of that department.
- 20.07 Vacation pay for "banked" time will be based on the employee's rate of pay at the time the "banked" vacation is used.
- 20.08 Employees must use all "banked" vacation time when on leave before going off the payroll.
- 20.09 A lump sum payment will be made for all unused "banked" vacation time upon severance of employment, death or retirement.
- 20.10 Employees may not receive pay for "banked" vacation time in lieu of time off.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.01 Employees may be granted excused time off with pay to attend to matters associated with a death as set forth below. Bereavement Leave with pay shall only be granted for formally scheduled work hours actually lost, and shall be granted based upon the circumstances of each individual case.
- 21.02 Up to a maximum of three (3) days excused paid leave may be granted for death in the immediate family. Immediate family shall be interpreted as father, mother, brother, sister, grandparents, grandchildren, spouse, children, and mother or father-in-law.
Effective January 1, 2007, an employee shall be granted a maximum four (4) work days of bereavement leave for the death of an immediate family, defined as follows: father, mother, brother, sister, grandparents, grandchildren, spouse, children, mother-in-law, or father-in-law.
- 21.03 Up to a maximum of one and one-half (1 1/2) days Bereavement Leave with pay may be granted for the death of a brother-in-law, sister-in-law, aunts and uncles.
- 21.04 Employees may apply to the Sheriff or his/her designee for up to a maximum of one-half (1/2) day Bereavement Leave with pay for other deaths. Determination of eligibility for this time off will be left to the discretion of the Sheriff or his/her designee.

ARTICLE 22 - PERSONAL BUSINESS LEAVE

- 22.01 Time off with pay will be made available to employees to attend to personal business matters that cannot be arranged for outside the employee's working hours.
- 22.02 In the year of hire, new employees shall be credited with prorated personal business leave days in accordance with the following schedule:

January 1st - April 30th	Three (3) days
May 1st - August 31st	Two (2) days
September 1st - December 31st	One (1) day

Effective January 1, 2007, a new employee, upon hire, shall be credited with personal business leave as follows:

<u>Hired</u>	<u>Personal Business Leave Credited</u>
January 1 st – March 31 st	4 days
April 1 st – June 30 th	3 days
July 1 st – September 30 th	2 days
October 1 st – December 31 st	1 day

22.03 FOR EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 1999:

Employees, who are on the payroll December 31st, shall be credited with four (4) personal business leave days on January 1st of the following calendar year.

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2000:

Employees, who are on the payroll December 31st, shall be credited with three (3) personal business leave days in January of the following calendar year.

Effective January 1, 2007, an employee who is on the payroll as of December 31st of each year, shall be credited with four (4) personal business leave days on the ensuing or following January 1st of each year.

22.04 Personal business leave may be taken in minimum increments of one (1) hour.

22.05 Personal business leave may not be taken the day preceding or the day following vacation or holiday leave, except in an emergency situation.

22.06 Personal business leave may not be substituted for sick leave except as provided for in Section 22.10 below.

22.07 Employees must submit a written request for personal business leave at least forty-eight (48) hours in advance of said leave to the Sheriff or his/her designee. In the event of a personal emergency, the written request requirement shall be waived and an oral request for personal business leave shall suffice.

22.08 The Sheriff or his/her designee shall respond to a request for personal business leave at least twenty-four (24) hours prior to the date of said leave, except in the event of personal emergency.

22.09 Personal business leave shall not be unduly denied, however, the Sheriff or his/her designee shall have the right to limit the number of employees on leave in accordance with the departmental workload.

22.10 Personal business leave time is not cumulative and, therefore, may not be carried over from one (1) calendar year to another. However, personal business leave that is unused at the end of each calendar year will be added to the employee's accumulated sick leave, provided the roll-over of unused personal business leave does not increase the employee's total accrued sick leave beyond the one hundred sixty-five (165) day maximum allowable sick leave accumulation. Any personal business leave hours remaining at year-end that if rolled-over to sick leave would increase the accumulated sick leave total beyond one hundred sixty-five (165) days shall be forfeited.

Effective January 1, 2007, personal business leave time is not cumulative and, therefore, may not be carried over from one calendar year to another. However, personal business leave that is unused at the end of each calendar year will be added to the employee's accumulated sick leave provided the roll-over of unused personal business leave does not increase the employee's total accrued sick leave beyond the two hundred and forty (240) day maximum allowable sick leave accumulation. Any personal business leave hours remaining at year-end that if rolled-over to sick leave would increase the accumulated sick leave total beyond two hundred and forty (240) days shall be forfeited.

22.11 Employees may not receive pay for unused personal business leave.

ARTICLE 23 - EDUCATION/JOB RELATED COURSES

23.01 Personnel required to attend mandated training courses will be enrolled in said course(s) as scheduled by the Sheriff or his/her designee.

23.02 Employees will be required to attend in-service training sessions unless excused by the Sheriff or his/her designee. This shall include periodic firearms qualification, at which time ammunition will be provided by the County.

23.03 All required expenses incurred in taking job-related courses authorized by the Sheriff's Office, with the exception of courses taken while on voluntary educational leave, shall be paid by the County.

ARTICLE 24 - SHIFT DIFFERENTIAL

24.01 A Correction Officer, Corrections Sergeant, and Corrections Lieutenant shall be paid a differential when he/she actually works during the hours, or part thereof, as set forth below, as follows:

3:00 p.m. to	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
8:00 a.m.	+\$.45/hr	+\$.45/hr	+\$.65/hr

Effective October 9, 2007, a Correction Officer, Corrections Sergeant, and Corrections Lieutenant shall be paid a differential when he/she actually works during the hours, or part thereof as follows:

4:00 p.m. to	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
8:00 a.m.	+\$.65/hr	+\$.75/hr	+\$.85/hr

Effective October 9, 2007, a Correction Officer, Corrections Sergeant and Corrections Lieutenant who is regularly scheduled to work the "B" line shift from 7:45 a. m. to 8:00a.m. shall not be paid the above differential amounts.

A Public Safety Dispatcher, Head Public Safety Dispatcher, and the Correctional Facility Nurse who works 3:00 p.m. to 11:00 p.m.* shall be paid a differential when he/she actually works during the hours or part thereof as follows:

3:00 p.m. to	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
7:00 a.m.	+\$.45/hr	+\$.45/hr	+\$.65/hr	+\$.75/hr	+\$.85/hr

*The Correctional Facility Nurse who works 7:30 a.m. to 3:30 p.m. shall not be paid a differential for the period of 3:00 p.m. to 3:30 p.m.

ARTICLE 25 - PROTECTION AGAINST LIABILITY ACTIONS

25.01 The County will provide insurance coverage against charges such as false arrest, detention, malicious prosecution, libel, wrongful entry, eviction, or deprivation of privacy, provided that such charges are not the result of willful and wrongful acts, or gross negligence of the employee.

ARTICLE 26 - WORKERS' COMPENSATION

26.01 An employee, absent on Workers' Compensation Disability, may elect in writing to use any accumulated sick leave, request reimbursement to the County from Workers' Compensation daily disability payments and in turn, have accumulated sick leave be replenished in full. In no event shall the reinstatement be for more days than was allowed under the compensation award and in no event shall the reinstatement total more days than had been originally accumulated and taken.

26.02 All enforcement personnel will receive full payment for all lost time from work. This will not require withdrawals from their sick leave days. The County will be entitled to full reimbursement from the compensation award for wages paid.

ARTICLE 27 - HEALTH BENEFITS

27.01 The County will make available to all eligible active employees and their dependents health insurance, dental insurance, hospitalization and a prescription drug plan. The cost of said benefits shall be shared as follows:

The prescription drug co-payment cost of the retail purchase of a prescription drug shall be three dollars (\$3.00) per generic drug prescription, and six dollars (\$6.00) per brand name drug prescription.

The County will make available an optional mail order prescription drug program with no co-payment for generic drug prescriptions and a ten dollar (\$10.00) co-payment for each brand name drug prescription. The provisions of the mail order prescription drug program will be left to the County's sole discretion.

Effective as soon as practical after October 9, 2007, the prescription drug (Rx) co-payments shall be:

	<u>2007</u>	<u>1/1/08</u>	<u>1/1/09</u>
Generic Brand	\$ 4.00	\$ 5.00	\$10.00
Preferred Brand Name	\$ 8.00	\$10.00	\$15.00
Non-preferred Brand Name	\$12.00	\$15.00	\$20.00

The County shall provide an optional mail order ninety (90) day supply Rx program, which shall be two (2) times the standard retail prescription co-pay of the covered drug. Additionally, the health insurance plan shall provide that an Rx purchase at a retail pharmacy shall consist of not more than a thirty (30) day supply of the covered drug.

Major Medical Deductibles

Effective as soon as practical after October 9, 2007, the calendar year major medical deductibles shall be:

	<u>2007</u>	<u>1/1/08</u>	<u>1/1/09</u>
Individual	\$ 75.00/yr	\$150.00/yr	\$150.00/yr
Family	\$225.00/yr	\$450.00/yr	\$450.00/yr

The above individual amounts are the maximum for each covered person every calendar year. The above family amounts are the maximum for each calendar year for three (3) or more covered persons in the family, but no more than the individual amounts set forth above for each person until the maximum family amount is reached. Any major medical deductibles met during October, November and December of each year shall be applied to the next calendar year's deductibles as well.

The calendar year major medical co-insurance shall be five thousand dollars (\$5,000.00).

FOR FULL TIME EMPLOYEES HIRED PRIOR TO JULY 1, 1989:

The County will contribute one-hundred percent (100%) of the monthly premium cost of the individual medical and dental health care coverage.

For family medical coverage, the County will contribute seventy-five percent (75%) of the difference between the total cost of an individual and the family monthly premium.

For family dental coverage, the County will contribute twenty-five percent (25%) of the difference between the total cost of an individual and the family monthly premium.

FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JULY 1, 1989:

The County will contribute eighty-five percent (85%) of the monthly premium cost of the individual medical and dental health care coverage.

For family medical coverage, the County will contribute eighty-five percent (85%) of the cost of the individual monthly premium and seventy-five percent (75%) of the difference between the total cost of an individual and the family monthly premium.

For family dental coverage, the County will contribute eighty-five percent (85%) of the cost of the individual monthly premium and twenty-five percent (25%) of the difference between the total cost of an individual and the family monthly premium.

- 27.02 Each employee who retires under the twenty-five (25) year plan (RSSL Sections 89-p, and 603-(1) as referenced in Article 28, who has completed at least fifteen (15) years of full-time service with the County, shall be eligible to continue his/her participation in the County health benefits program, with the exception of dental coverage, as a retiree without regard to age.

Each employee who retires under Tier 1 (RSSL Section 75-I), Tier 2 (RSSL Section 75-I), Tier 3 (RSSL Article 14 and/or Article 15), or Tier 4 (RSSL Article 15) of the New York State and Local Employees' Retirement System, who has completed at least ten (10) years of full-time service with the County and has attained age fifty-five (55) by the time they leave County service, shall be eligible to continue his/her participation in the County health benefits program, with the exception of dental coverage, as a retiree.

The cost of an eligible retiree's medical benefits shall be shared as follows:

FOR RETIREES WHO WERE EMPLOYED IN A FULL-TIME POSITION PRIOR TO JANUARY 1, 2000:

For individual retiree medical insurance coverage, the County will contribute the percentage equal to the amount contributed prior to retirement. For dependent medical insurance coverage, the County will contribute thirty-five percent (35%) of the difference between the total cost of the individual and the family monthly premium.

FOR RETIREES WHO WERE EMPLOYED IN A FULL-TIME POSITION ON OR AFTER JANUARY 1, 2000:

For individual retiree medical insurance coverage, the County will contribute seventy-five percent (75%) of the cost of the individual monthly premium. For dependent medical insurance coverage, the County will contribute thirty-five percent (35%) of the difference between the total cost of the individual and the family monthly premium.

- 27.03 The County reserves the right to change insurance carrier, or to self-insure, provided the level of benefits are substantially the same as those in effect at the time of the change.

The extent of coverage under the benefit plans, including any self-insured plans, shall be governed by the terms and conditions set forth in said policies or plans. Said benefits are to remain substantially the same as those in effect at the time of any changes in carriers that are made. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or obligated

shall result in no liability to the County, nor shall such failure be considered a breach by the County of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the County, its' employees, or beneficiaries of any employees.

The County will maintain a liaison to assist employees with claims.

27.04 The County shall have the right to institute cost containment measures relative to insurance coverage.

27.05 Effective January 1st of each calendar year, any employee who elects in advance in writing by the preceding November 1st to discontinue his/her active participation in the County's health insurance program for a minimum of one (1) full calendar year, will receive an annual stipend of five hundred dollars (\$500.00) if the employee is foregoing individual coverage, or an annual stipend of one thousand dollars (\$1,000.00) if the employee is foregoing family coverage, payable in equal installments throughout the calendar year of election, provided the employee produces proof of alternate health insurance coverage from another source. The employee shall have the right to return to County coverage, pursuant to the County's health plan's rules and regulations, if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other qualifying reasons beyond the employee's control. Opt-out payments shall cease upon the employee's return to County coverage.

All employees who elect not to participate in the County's health insurance plan shall be eligible to participate in the health insurance buy-out program. The employee must elect in advance in writing by November 1st of a given year to not participate in the County's health insurance program for a minimum of one (1) full calendar year and submit a written request to the Personnel Office by November 1st of that year to elect to participate in the optional health insurance buy-out program. These employees will be eligible to begin receiving the buy-out effective the following January, provided they provide proof of alternate health insurance coverage from another source prior to such January 1st, and maintain alternate health insurance coverage all year.

All employees on the payroll on October 9, 2007 shall become eligible to participate in the health insurance buy-out program for calendar year 2008, and each year thereafter, provided they meet the requirements set forth above.

Effective October 9, 2007, all newly hired employees who decline participation in the County's health insurance plan within the thirty-one (31) day initial enrollment eligibility period, and provide proof of alternate health insurance coverage within that thirty-one (31) day period, shall be eligible to participate in the health insurance buy-out program effective the first (1st) of the month following their date of full-time employment.

An employee who declines and waives health insurance coverage as provided herein shall be paid the amounts set forth below, payable in equal bi-weekly installments throughout the calendar year of election. The health insurance buy-out shall be pro-rated in the event the employee resumes health insurance coverage as set forth below, commences or leaves employment during the year. The annualized amounts to be paid are as follows:

	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
Foregoing Individual Coverage	\$ 500.00	\$ 700.00	\$ 900.00
Foregoing Family Coverage	\$1,000.00	\$1,200.00	\$1,400.00

An employee who elects not to participate in the County's health insurance plan, shall have the right to return to County coverage during the year pursuant to the health plan's rules and regulations, if the employee loses his/her alternate coverage due to death, divorce, or loss of

insurance for other qualifying reasons beyond the employee's control. The health insurance buy-out payment shall cease upon the employee's return to the County's health insurance plan.

- 27.06 The County shall implement a benefit plan pursuant to Section 125 of the Internal Revenue Code (IRS) to provide for pre-tax treatment of any health and dental insurance premiums paid by the employee. The health insurance buy-out payments referenced above shall also be subject to the Section 125 plan.

Additionally, the County and the Association shall jointly discuss the feasibility of establishing, at no cost to the employee, a flexible spending accounts benefit plan pursuant to Section 125, with operating procedures to be determined by the County in accordance with IRS regulations, which, if established, may be used for favorable income tax treatment of the employee's deductibles, co-insurance amounts, other non-reimbursed medical expenses and dependent care assistance. The final decision whether to establish flexible-spending accounts shall rest solely with the County.

ARTICLE 28 - RETIREMENT

- 28.01 The County shall provide the retirement plan set forth in Section 75-I of the Retirement and Social Security Law for employees who are either Tier 1 (last joined or rejoined the retirement system prior to July 1, 1973) or Tier 2 (last joined or rejoined the retirement system on or after July 1, 1973 but prior to July 27, 1976) members.

- 28.02 All Tier 3 members (last joined or rejoined the retirement system on or after July 27, 1976 but prior to September 1, 1983) are provided the benefits of Article 14 and/or Article 15 of the Retirement and Social Security Law. All Tier 4 members (last joined or rejoined the retirement system on or after September 1, 1983) are provided the benefits of Article 15 of the Retirement and Social Security Law.

- 28.03 Tier 3 and Tier 4 members of the New York State Retirement System are required to contribute three percent (3%) of their gross earnings towards their retirement benefits.

- 28.04 The County agrees to provide Section 41-j of the Retirement and Social Security Law wherein unused sick leave credits may be applied as additional service credit upon retirement. However, the New York State Employees' Retirement System does not allow this credit for members retiring under the twenty-five (25) year plan described in this Article.

- 28.05 A summary of the death benefits in each Tier of the Retirement System is included in the summary plan description booklet for each Tier and is available in the Personnel Office.

- 28.06 The County shall provide the special twenty-five (25) year retirement plan set forth in Sections 89-p and 603(1) of the Retirement and Social Security Law for Correction Officers.

ARTICLE 29 - OVERTIME COMPENSATION

- 29.01 Employees will be paid at the rate of one and one-half times (1.5X) his/her applicable hourly rate for overtime worked, including call in for parades, strikes, public disturbances and off-duty court time, that is required other than his/her normal work hours. There will be no deliberate attempt to create or make work. All overtime will be authorized in accordance with rules and regulations of the Sheriff's Office.

- 29.02 An employee called back to work other than his/her regular work schedule shall be paid a minimum of three (3) hours at one and one-half times (1.5X) his/her applicable hourly rate.
- 29.03 Attendance at in-service training shall be paid at straight time when it falls within the employee's regularly scheduled work hours, and shall be paid at one and one-half times (1.5X) his/her applicable hourly rate when it falls outside the employee's regularly scheduled work hours. The provisions of Section 29.02 of this Article shall not apply to attendance at in-service training. Employees shall only be compensated for actual time spent in attendance at in-service training.

ARTICLE 30 - LONGEVITY

30.01 All full-time employees hired prior to July 1, 1989 shall receive a longevity payment in recognition of years of continuous and satisfactory service in accordance with the following schedule and guidelines:

<u>Years of Continuous Service</u>	<u>Amount of Longevity Payment</u>
5th through 9th anniversary	\$350.00
10th through 14th anniversary	an additional \$400.00
15th anniversary until retirement	an additional \$500.00

30.02 All full-time employees hired on or after July 1, 1989 will receive a longevity payment in recognition of years of continuous and satisfactory service in accordance with the following schedule and guidelines:

<u>Years of Continuous Service</u>	<u>Amount of Longevity Payment</u>
10th anniversary	\$100.00
11th anniversary	\$175.00
12th anniversary	\$250.00
13th anniversary	\$325.00
14th anniversary	\$400.00
15th anniversary	\$475.00

Effective January 1, 2007, the longevity amounts for each year shall be paid based on the following schedule:

<u>Years of Continuous Service</u>	<u>Amount Paid</u>		
	<u>2007</u>	<u>2008</u>	<u>2009</u>
5 th through 9 th Anniversary	\$350.00	\$450.00	\$550.00
10 th through 14 th Anniversary	\$550.00	\$650.00	\$750.00
15 th Anniversary and above	\$750.00	\$850.00	\$950.00

30.03 The longevity amount shall be converted to an hourly rate and added to the employees Base Wage hourly rate as set forth in Appendix "A," attached hereto and made a part of this Agreement, for the purpose of calculating his/her overtime rate of pay.

30.04 Longevity payments will be paid in the month of December. Should an employee who qualifies for a longevity payment sever employment after completion of his/her qualifying anniversary date, he/she shall be entitled to the longevity payment.

ARTICLE 31 - PROMOTIONS

31.01 Promotions of competitive class employees shall be governed by the Civil Service Law and the County Civil Service Rules and Regulations.

ARTICLE 32 - OUTSIDE EMPLOYMENT

32.01 All employees will be permitted to engage in outside employment subject to such limitations and requirements as the Sheriff may deem necessary for the best interest of the Sheriff's Office and the County. No outside employment will be denied without just cause.

ARTICLE 33 - INSPECTION OF PERSONNEL RECORDS

- 33.01 An employee will be granted permission to review his/her personnel record upon forty-eight (48) hours notice. This review will be in the presence of the Personnel Officer as custodian of all personnel records and at a time available to the Personnel Officer within the notice period herein.
- 33.02 Employees have the right to view personnel files held by the Sheriff. Such viewing shall be at the time of the request if at all possible, but no later than forty-eight (48) hours after the request. The employee will initial each and every page of said file. If an employee requests, the viewing may include a member of the Association.
- 33.03 Such review shall not include any reports, memorandum or other documents related to pre-employment investigations. The identity of an informant or complainant will be revealed with the information provided or allegation made against an employee, in writing and signed by the complainant. An employee shall be notified in writing of any derogatory or disciplinary entry placed into his/her file and will read and initial any derogatory or disciplinary entry placed into his/her file. The employee will be permitted to place in his/her file a response to any material filed therein if in his/her judgment the material is adverse or not justified.

ARTICLE 34 - JOB SECURITY

- 34.01 No employee, excluding probationers, shall be reprimanded, disciplined, reduced in rank or compensation or discharged without just cause.
- 34.02 All employees shall have the protection of the Grievance Procedure set forth in this Agreement, and of the County Affirmative Action Policy and for activities under the "Taylor Law". It is further agreed that employees shall not be terminated due solely to a change of incumbent in the position of Sheriff.
- 34.03 Definition of Seniority:

Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous full-time service since his/her last date of hire in the Sheriff's Office, less any adjustments due to layoff, strike, or leave of absence without pay.

Seniority Loss:

An employee will lose seniority by voluntary resignation, retirement, discharge, resignation in lieu of discharge, by transfer to a position not covered by this Agreement for a period of more than three (3) months, when absent without authorization, or by failure to return to work when scheduled following an authorized absence, unless in the discretion of the Sheriff there is a reasonable and valid reason why the employee was unable to return to work when scheduled.

- 34.04 Layoff and Recall: If the County abolishes or reduces the number of positions in the Sheriff's Office, the layoff and recall of competitive class employees shall be governed by the Civil Service Law and the County Civil Service Rules and Regulations.

Non-competitive and labor class employees will be laid off and recalled in the following manner:

- (A) Temporary employees in the affected classification shall be laid off first;

- (B) Probationary employees in the affected classification shall be laid off second;
- (C) Thereafter, permanent employees in the affected classification shall be laid off according to the length of their seniority, with the least senior employee in the job title being laid off first;
- (D) The recall of non-competitive and labor class employees shall be in the inverse order of layoff, with the last employee laid off being recalled first.

34.05 Seniority List

The Personnel Office shall, by February 1st of each year, post in the Sheriff's Office and forward to the Association President, a seniority list showing the name, job title and the most recent date of hire of all employees. Any employee disputing the information contained in the seniority list shall report his/her objection in writing to the Personnel Office within ten (10) days of the post date on the list, or the list as posted shall stand approved.

ARTICLE 35 - NO STRIKE PLEDGE

- 35.01 Pursuant to Section 210.1 of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against the County, to assist or participate in any strike, or to impose an obligation upon its membership to conduct, assist or participate in any such strike.
- 35.02 The membership of said Association agrees not to engage in a strike, interruption or slowdown of work, for any reason during the life of this Agreement.

ARTICLE 36 - GRIEVANCE PROCEDURE

36.01 Definitions:

Grievance: A grievance shall be defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

Immediate Supervisor: Immediate Supervisor shall be defined as the employee of a higher rank/title who directs the work of the employee(s) affected by the alleged grievance. Recognized immediate supervisors would be a Sergeant, a Lieutenant or the Undersheriff, whichever one normally assigns, supervises or approves the affected employee's work.

Effective October 9, 2007, the "Immediate Supervisor" definition will no longer be used.

Time Limits: For purposes of the Grievance Procedure, time limits shall be defined as consecutive days Monday through Friday exclusive of designated County holidays on which the County Office Building is closed, irrespective of an employee's work schedule or assigned work days.

- 36.02 The time limits set forth in this Article are of the essence. They may only be extended by mutual written agreement of the parties, and they shall apply to both active and suspended or terminated grievants. The failure of the grievant, either the Association or the employee(s) it represents, to proceed within the time limits set forth herein shall terminate the grievance at that Step. The failure of the County to answer within the time limits set forth herein will advance the grievance to the immediate next Step of the Grievance Procedure.

It is also expressly understood and agreed that strict compliance with the time limits set forth in each Step of this procedure shall be a condition precedent to the arbitration of any grievance subject to this procedure.

- 36.03 An employee shall have the right to present his/her grievance in accordance with the procedures established herein, free from coercion, restraint, discrimination or reprisal and shall have the right to be represented by an Association member at all stages of the Grievance Procedure if he/she

elects to do so. At the arbitration stage of the Grievance Procedure (Step 5), the employee may also be represented by legal counsel.

36.04 A remedy at any Step of this Grievance Procedure must comply with the terms and conditions set forth in this Agreement.

36.05 Steps and Time Intervals:

STEP 1 – Supervisor

A grievant shall present a claim to his/her immediate supervisor on an informal and oral basis within five (5) days of when the grievant knew of the alleged violation. The employee and the immediate supervisor will discuss and attempt to resolve the difference.

STEP 2 – Sheriff

If the grievance is not settled as a result of the first step answer, the grievance shall be reduced to a written statement and submitted to the Sheriff within five (5) days of the immediate supervisor's response. The written statement shall include the original grievance, the specific article of the contract allegedly violated, the decision received at Step 1, why the decision received at Step 1 did not satisfy the grievance and remedy sought.

One copy of the Step 2 grievance letter must be submitted to the Personnel Officer and one copy to the grievant's immediate supervisor.

The Sheriff shall meet with the aggrieved employee(s) and a representative of the Association, if so desired, to discuss and review the allegations within five (5) days of receipt of the written grievance.

Within five (5) days of this meeting, the Sheriff will respond in writing to the aggrieved employee(s) with a copy to the grievant's immediate supervisor.

STEP 3 – Personnel Officer

In the event the grievance is not resolved in Step 2, the aggrieved employee(s) may submit within five (5) days from the Sheriff's written response, a formal written grievance to the County Personnel Officer.

The County Personnel Officer shall meet with the aggrieved employee(s) and an Association representative to discuss and review the allegations within five (5) days.

Within ten (10) days of receipt of the Step 3 written grievance the County Personnel Officer must respond in writing to the aggrieved employee(s) with a copy to the Association and the Sheriff.

STEP 4 - Personnel Committee

If the grievance is not settled as a result of the Step 3 answer, the grievant shall within three (3) days, request that the Personnel Officer arrange for the grievance to be heard by the County Personnel Committee. Upon hearing the grievance, the Personnel Committee will issue a written response to the grievant, the Association and the Sheriff within five (5) days.

STEP 5 - Arbitration

It is the intent and purpose at all times to reach agreement by negotiation without recourse to arbitration. In the event, however, that settlement is not reached at Step 4, the County or the Association, (and only the Association), may request arbitration.

Intent to take an issue to arbitration must be served on the other party within five (5) days of failure to reach settlement at Step 4 of the Grievance Procedure.

The County and the Association will select the arbitrator by mutual agreement from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the voluntary rules of the American Arbitration Association. If arbitration is not requested as set forth in this Step, it shall be deemed waived, and the grievance resolved on the basis of the response of the Personnel Committee.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

The arbitrator's award shall not be retroactive in its effects any earlier than five (5) days preceding the grievant's presentation of the grievance at Step 1. However, if the grievance relates to the computations of salary or an employee benefit, payable by check or direct deposit, the award may not be retroactive in its effects beyond the period of time for which that particular check or direct deposit, which is the subject of the grievance, was issued.

Lawfully rendered decisions of the arbitrator, not inconsistent with the provisions of this Agreement, shall be final and binding on both parties.

The arbitrator shall have no power or authority to make any decision, which violates the terms of this Agreement, nor add to, subtract from, modify, or alter in any way the terms of this Agreement.

Further, the arbitrator shall be limited in his/her authority to a review and determination of the specific grievance submitted to arbitration in each individual instance.

The cost of the services of the arbitrator, and any miscellaneous expenses incurred by the arbitrator, shall be borne equally by the Association and the County.

Effective October 9, 2007 the Procedure shall read as follows:

STEP 1: Sheriff - Informal

The grievant shall, within five (5) days of when he/she knew or should have known of the alleged violation(s), present the grievance orally to the Sheriff or if so designated, the Undersheriff. The Sheriff or Undersheriff, as the case may be, shall meet informally with the grievant and a representative of the Association, if so desired, to discuss the grievance and resolution within five (5) days after the grievance was orally presented.

STEP 2: Sheriff - Formal

In the event the grievance is not settled with the Sheriff's or Undersheriff's, as the case may be, oral determination at Step 1, a written grievance shall be filed with the Sheriff or Undersheriff, as the case may be, with a copy to the Personnel Officer, within five (5) days of the oral determination. The grievance shall include a statement of the alleged Article(s) and/or subsection(s) of the Agreement to have been violated, remedy sought, the oral decision received at Step 1, and why the Step 1 decision was not satisfactory.

The Sheriff or Undersheriff, as the case may be, shall meet with the aggrieved employee(s) and an Association representative, if so desired, to discuss the grievance within five (5) days after receipt of the written grievance was presented. The Sheriff or Undersheriff, as the case may be, shall issue his/her written decision on the original grievance submitted to the grievant and a copy to the Association representative within five (5) days after receipt of the written grievance, or in the event a meeting was requested, within five (5) days after the date the meeting was conducted.

STEP 3 - Personnel Officer

In the event the grievance is not resolved at Step 2, the aggrieved employee(s) may submit within five (5) days from the Sheriff's written response, a formal written grievance to the County Personnel Officer.

The County Personnel Officer shall meet with the aggrieved employee(s) and an Association representative to discuss and review the allegations within five (5) days.

Within ten (10) days of receipt of the Step 3 written grievance the County Personnel Officer must respond in writing to the aggrieved employee(s) with a copy to the Association and the Sheriff.

STEP 4 - Personnel Committee

If the grievance is not settled as a result of the Step 3 answer, the grievant shall within three (3) days, request that the Personnel Officer arrange for the grievance to be heard by the County Personnel Committee. Upon hearing the grievance, the Personnel Committee will issue a written response to the grievant, the Association and the Sheriff within five (5) days.

STEP 5 - Arbitration

It is the intent and purpose at all times to reach agreement by negotiation without recourse to arbitration. In the event, however, that settlement is not reached at Step 4, the County or the Association, (and only the Association), may request arbitration.

Intent to take an issue to arbitration must be served on the other party within five (5) days of failure to reach settlement at Step 4 of the Grievance Procedure.

The County and the Association will select the arbitrator by mutual agreement from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the voluntary rules of the American Arbitration Association. If arbitration is not requested as set forth in this Step, it shall be deemed waived, and the grievance resolved on the basis of the response of the Personnel Committee.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

The arbitrator's award shall not be retroactive in its effects any earlier than five (5) days preceding the grievant's presentation of the grievance at Step 1. However, if the grievance relates to the computations of salary or an employee benefit, payable by check or direct deposit, the award may not be retroactive in its effects beyond the period of time for which that particular check or direct deposit, which is the subject of the grievance, was issued.

Lawfully rendered decisions of the arbitrator, not inconsistent with the provisions of this Agreement, shall be final and binding on both parties.

The arbitrator shall have no power or authority to make any decision, which violates the terms of this Agreement, nor add to, subtract from, modify, or alter in any way the terms of this Agreement.

Further, the arbitrator shall be limited in his/her authority to a review and determination of the specific grievance submitted to arbitration in each individual instance.

The cost of the services of the arbitrator, and any miscellaneous expenses incurred by the arbitrator, shall be borne equally by the Association and the County.

ARTICLE 37 - DISCIPLINE AND DISCHARGE

- 37.01 The parties agree that the statutory provisions of Sections 75, 76 and 77 of the Civil Service Law of the State of New York are hereby waived for all employees. The provisions of this Article shall take the place of and supplant said statutory provisions.
- 37.02 Upon completion of one (1) year of continuous full-time service, all permanent employees who have successfully completed their probationary period shall be afforded and shall utilize the following procedures for discipline and discharge matters, when they do not agree with a disciplinary action that has been taken against them.
- 37.03 Disciplinary action shall include, but not be limited to, written warning, suspension, demotion, discharge, fines or any combination thereof, or other such penalty as may be imposed by the Sheriff.

A notice of such discipline shall be made in writing and served upon the employee with a copy to the Association President, the Personnel Officer and the employee's personnel file. The specific act(s) for which discipline is being imposed and the penalty shall be specified in the notice of discipline.

Service of the notice of discipline shall be made to the employee by personal service, if possible, and if such personal service cannot be effectuated, service shall be made by certified mail, return receipt requested.

A copy of the notice of discipline shall be served on the Association President either by personal service or by County mail within twenty-four (24) hours of the notice's issuance to the employee.

If the employee disagrees with the disciplinary action imposed, the employee and/or the Association may submit a grievance at the Step 2 level of the Grievance Procedure as specified in Article 36 – Grievance Procedure of this Agreement.

Failure to submit a grievance within ten (10) days of the date of personal delivery or the date on the postal return receipt will constitute acceptance of the imposed penalty by the employee and the Association, and the objection will be deemed irrevocably abandoned. The time limits herein may only be extended by the mutual written agreement of the Association President and the County Personnel Officer or their designee, and time limits shall be interpreted in accordance with the definition set forth in Article 36 – Grievance Procedure of this Agreement.

An employee shall have the right to be represented in disciplinary matters by an Association representative if the employee elects to do so.

An employee may waive his/her rights to the procedures as outlined herein and informally resolve the disciplinary matter by settlement with the Sheriff.

Any settlement agreed upon between the employee and Sheriff shall be reduced to writing and shall be final and binding upon all parties. A copy of such written settlement shall be forwarded to the Association President.

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 38 – LABOR-MANAGEMENT COMMITTEE

- 38.01 The County and the Association shall establish a joint Labor-Management Committee for the purpose of facilitating relations by providing an informal forum, for the free exchange of views and

ideas, and for the discussion of issues of mutual concern such as equipment status and need, safety, and the resolution of problems between the County and employees.

38.02 The Labor-Management Committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle grievances arising under the Agreement. The Labor-Management Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

38.03 The Labor-Management Committee shall consist of the Sheriff, Personnel Officer, Chairman of the Board of Supervisors, Personnel Committee Chairperson, Safety and Rules Committee Chairperson, and up to four (4) Association employees.

38.04 Labor-Management meetings shall convene a minimum of two times (2X) each calendar year, during the second (2nd) week of March and October.

Upon written notification of either party and mutual consent of both parties, a special meeting may be called to discuss a health or safety issue.

These emergency meetings shall take place as soon as practicable, but in no event shall these meetings convene more than ten (10) days after receipt of written notification of a health or safety issue.

38.05 Time limits set forth in this Article may be extended by mutual consent of both parties.

38.06 The Association agrees to provide the Personnel Officer with a written agenda at least ten (10) days prior to a scheduled Labor-Management meeting.

ARTICLE 39 - LEAVE OF ABSENCE

39.01 Application for Leave of Absence - All requests for a leave of absence shall be submitted in writing by the employee to the Sheriff or Undersheriff as far in advance as practicable and/or in accordance with any time frames set forth in this Article. Nothing in this Article shall be construed in a manner inconsistent with the federal Family and Medical Leave Act.

The request shall state the reason(s) for the leave of absence and the length of time off the employee desires.

If the request is approved by the Sheriff, the Sheriff shall forward it to the Personnel Officer for final approval.

39.02 A leave of absence in all cases shall be considered as starting on the day the employee is no longer working, whether time thereafter is paid or unpaid.

39.03 An employee who obtains a leave of absence by false pretense or who fails to report to work on his/her next scheduled work day following the expiration of an authorized leave of absence, without the prior approval of the Sheriff, shall be subject to discipline.

39.04 Except as may be required by the federal Family Medical Leave Act, employees on leave of absence without pay will not continue to accumulate or earn any benefits under this Agreement, but will retain all previously accrued benefits. This shall include, but not be limited to, sick leave, vacation and longevity.

39.05 The condition of pregnancy and any related illness and/or disability shall be treated in the same manner and spirit, as is any other non-work related illness or disability.

39.06 Educational Leave - Employees with one (1) year of full-time permanent service may request up to one (1) year of educational leave. The subject pursued must be reasonably related to the job held. Requests for an educational leave of absence must be made to the Sheriff at least two (2) months in

advance of the start of coursework. Employees will be required to take their "banked" and prorated vacation time, accumulated compensatory time, and unused floating holidays where the employee is entitled to such holidays. The remaining portion of the educational leave shall be without pay.

- 39.07 Extended non-work related illness or disability. When a doctor has certified that an employee is unable to perform the duties of his/her position for seven (7) consecutive days or more because of a non-work related illness or disability, the employee shall request a leave of absence. The Sheriff and Personnel Officer may grant a leave of absence for the period of time the doctor has certified that the employee is unable to perform the duties of his/her position, but such leave of absence shall not exceed one (1) year for the same illness. The employee shall be paid his/her accumulated sick leave only for the period of absence the doctor has certified that he/she are unable to perform the duties of his/her position. When an employee has exhausted his/her accumulated sick leave, he/she will be required to take his/her "banked" and prorated vacation time, accumulated compensatory time, and unused floating holidays where the employee is entitled to such holidays. The remaining portion of the leave shall be without pay.

An employee returning from a medical leave of absence must submit to the Sheriff a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her position. No employee will be allowed to return to work who has failed to present such physician's statement.

- 39.08 Discretionary Leaves - Employees may request a leave of absence for reasons other than those cited above. The Sheriff and Personnel Officer may grant such discretionary leaves where they determine there is a good and sufficient reason. The County shall set the terms and conditions of discretionary leaves and discretionary leaves shall be without pay except that employees will be required to take their "banked" and prorated vacation time, accumulated compensatory time, and unused floating holidays where the employee is entitled to such holidays.
- 39.09 Early return from leave - If an employee on a leave of absence wishes to return to work before the expiration date of the approved leave, he/she may do so only with the approval of the Sheriff.
- 39.10 Pay increases affected by leave of absence - If an employee is on a paid or unpaid leave of absence for a consecutive or a cumulative period of six (6) months or longer during the twelve (12) months immediately preceding the date the next negotiated pay increase is to take place, he/she will not be eligible to receive such negotiated pay increase except as otherwise required by law.

ARTICLE 40 - AMERICANS WITH DISABILITIES ACT

- 40.01 Notwithstanding any other provision of this Agreement, both parties acknowledge and agree that the County may take any action it deems to be appropriate to comply with the Americans with Disabilities Act of 1990 and any regulations promulgated thereunder.

ARTICLE 41 - APPLICABLE LAW/SAVINGS CLAUSE

- 41.01 This Agreement shall be governed by the Public Employees' Fair Employment Act of New York and all applicable Federal and State Laws.
- 41.02 In the event any provision of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction, all remaining provisions shall continue in full force and effect as if the invalidated or illegal provision had not been a part of this Agreement.

ARTICLE 42 - LEGISLATIVE APPROVAL

- 42.01 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION

BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 43 – BASE WAGE

- 43.01 Appendix “A,” attached hereto and made part of this Agreement, provides the Base Wage for all employees.

ARTICLE 44 - TERM OF AGREEMENT

- 44.01 This Agreement shall be effective January 1, 2005 through December 31, 2009.
- 44.02 In the event this Agreement expires and there is no successive Agreement, all terms and conditions of employment shall remain in full force and effect until such time as a new Agreement is effectuated, and employees will be eligible for and receive Step increases, as set forth in Appendix “A” attached hereto and made a part of this Agreement, and longevity payments as set forth in Article 30 - Longevity. However, there will be no further general increase to the Steps or longevity.
- 44.03 Nothing herein contained shall preclude the parties from meeting to negotiate in good faith a new labor Agreement prior to the December 31, 2009 expiration date.
- 44.04 The cost of printing this Agreement shall be shared equally by the parties, and one (1) copy provided to each employee, including new hires.

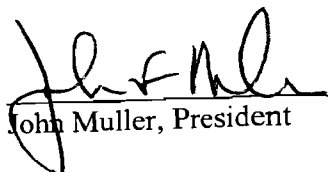
ARTICLE 45 – GENERAL PROVISIONS

45.01 A direct deposit payroll plan shall be provided by the County to all employees. Employees who wish to participate in the direct deposit payroll plan shall specify in writing, pursuant to rules promulgated by the County Treasurer's Office, a participating financial institution for direct deposit in a single account the full net amount of the employee's paycheck. Such authorization will continue in effect until the employee indicates in writing to the County Treasurer's Office that he/she wishes to discontinue direct deposit.

45.02 It shall be the responsibility of each employee to keep the Sheriff informed of his/her current address and a telephone number where he/she can be reached as required for work-related matters.

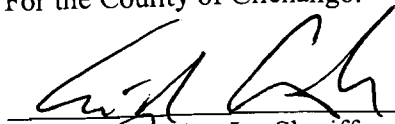
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized:

For the Chenango County Sheriff's Employees Association, Inc.:

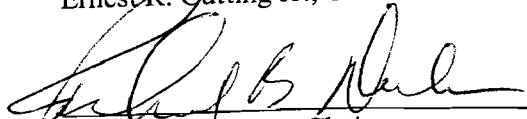

John Muller, President

8/10/09
Date

For the County of Chenango:


Ernest R. Cutting Jr., Sheriff

8/6/09
Date


Richard B. Decker, Chairman
Board of Supervisors

8/3/09
Date

APPENDIX "A"

BASE WAGE

PUBLIC SAFETY DISPATCHER

<u>Step</u>	<u>Years of Service</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
1	Starting	\$26,769.60*	\$27,705.60	\$28,918.80	\$30,580.64	\$32,092.56
		\$12.87/hr**	\$13.32/hr	\$13.85/hr	\$14.59/hr	\$15.37/hr
2		\$26,998.40	\$27,934.40	\$29,169.36	\$30,853.12	\$32,364.00
		\$12.98/hr	\$13.43/hr	\$13.97/hr	\$14.72/hr	\$15.50/hr
3		\$27,248.00	\$28,204.80	\$29,440.80	\$31,146.56	\$32,677.20
		\$13.10/hr	\$13.56/hr	\$14.10/hr	\$14.86/hr	\$15.65/hr
4		-----	-----	\$29,712.24	\$31,419.04	\$32,969.52
				\$14.23/hr	\$14.99/hr	\$15.79/hr
5		-----	-----	-----	\$31,712.48	\$33,261.84
					\$15.13/hr	\$15.93/hr
Head Public Safety Dispatcher		\$31,137.60*	\$32,219.20	\$33,637.68	\$35,548.16	\$37,249.92
		\$14.97/hr**	\$15.49/hr	\$16.11/hr	\$16.96/hr	\$17.84/hr

* The above is the annualized Base Wage amounts, and are calculated by multiplying the hourly rate times the number of hours each year.

** The hourly rate is the exact rate of pay for the calculation of overtime.

Upon promotion to Head Public Safety Dispatcher, that employee shall be paid the full hourly rate of pay as set forth above.

APPENDIX "A"

BASE WAGE

CORRECTION OFFICER

<u>Step</u>	<u>Years of Service</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
1	Starting	\$28,228.20*	\$29,214.90	\$30,511.55	\$32,271.19	\$33,849.09
		\$13.16/hr**	\$13.62/hr	\$14.17/hr	\$14.93/hr	\$15.72/hr
2		\$29,129.10	\$30,158.70	\$31,480.51	\$33,287.10	\$34,904.18
		\$13.58/hr	\$14.06/hr	\$14.62/hr	\$15.40/hr	\$16.21/hr
3		\$30,137.25	\$31,188.30	\$32,557.14	\$34,411.08	\$36,088.47
		\$14.05/hr	\$14.54/hr	\$15.12/hr	\$15.92/hr	\$16.76/hr
4		\$31,059.60	\$32,153.55	\$33,569.16	\$35,470.21	\$37,186.62
		\$14.48/hr	\$14.99/hr	\$15.59/hr	\$16.41/hr	\$17.27/hr
5		\$32,604.00	\$33,740.85	\$35,227.17	\$37,221.03	\$39,016.89
		\$15.20/hr	\$15.73/hr	\$16.36/hr	\$17.22/hr	\$18.12/hr
Corrections Sergeant		\$37,258.65	\$38,567.10	\$40,265.77	\$42,495.09	\$44,507.67
		\$17.37/hr	\$17.98/hr	\$18.70/hr	\$19.66/hr	\$20.67/hr
Corrections Lieutenant		\$44,251.35	\$45,795.75	\$47,802.15	\$50,406.18	\$52,733.09
		\$20.63/hr	\$21.35/hr	\$22.20/hr	\$23.32/hr	\$24.49/hr

* The above is the annualized Base Wage amounts, and are calculated by multiplying the hourly rate times the number of hours each year.

** The hourly rate is the exact rate of pay for the calculation of overtime.

Upon promotion to Corrections Sergeant or Corrections Lieutenant, that employee shall receive an increase equal to one-half (1/2) of the difference between his/her hourly rate of pay prior to promotion, and the hourly rate set forth above for the respective titles. Upon completion of one (1) year in the title of Corrections Sergeant or Corrections Lieutenant, that employee shall be paid the hourly rate of pay for the respective title. Effective January 1, 2007, upon promotion to Corrections Sergeant or Corrections Lieutenant, that employee shall be paid the full hourly rate of pay for the respective title as set forth above.

Effective October 9, 2007, the Corrections Sergeant who is regularly assigned and designated ** by the Sheriff to the duties of Assistant Jail Administrator, shall be paid a differential over and above his/her Base Wage hourly rate of pay for all hours assigned and designated, or any part thereof, in that capacity, as follows:

<u>2007</u>	<u>2008</u>	<u>2009</u>
+\$.17/hr	+\$.17/hr	+\$.17/hr

The Sheriff, at his/her sole discretion, may change the Corrections Sergeant who is regularly assigned and designated to the duties of the Assistant Jail Administrator at anytime. The work schedule for this regularly assigned and designated duty shall be Monday through Friday (5-2), or continue working the four (4) consecutive days on followed by two (2) consecutive days off as determined by the Sheriff. In the event the Sheriff determines that the work schedule shall be Monday through Friday, that Corrections Sergeant shall be entitled to the Holidays set forth in Article 12, Sections 12.01 and 12.05.

** The term regularly assigned and designated shall mean assigned the duties of the Assistant Jail Administrator for a continuous period of at least five (5) consecutive work days.

APPENDIX "A"

ON SCHEDULE

STARTING BASE WAGE

	<u>1/1/05</u>	Promotional <u>Increment</u>	<u>1/1/06</u>	Promotional <u>Increment</u>	<u>1/1/07</u>	Promotional <u>Increment</u>	<u>1/1/08</u>	Promotional <u>Increment</u>	<u>1/1/09</u>	Promotional <u>Increment</u>
Mechanic	\$27,206.40*	\$13.08/hr** \$.65/hr	\$28,288.00	\$13.60/hr \$.68/hr	\$29,524.32	\$14.14/hr \$.71/hr	\$31,230.40	\$14.90/hr \$.75/hr	\$32,760.72	\$15.69/hr \$.79/hr
Cook	\$20,820.80*	\$10.01/hr** \$.50/hr	\$21,652.80	\$10.41/hr \$.52/hr	\$22,613.04	\$10.83/hr \$.54/hr	\$23,978.24	\$11.44/hr \$.57/hr	\$25,223.04	\$12.08/hr \$.60/hr
Civil Clerk	\$20,820.80*	\$10.01/hr** \$.50/hr	\$21,652.80	\$10.41/hr \$.52/hr	\$22,613.04	\$10.83/hr \$.54/hr	\$23,978.24	\$11.44/hr \$.57/hr	\$25,223.04	\$12.08/hr \$.60/hr
Chief Civil Clerk	\$24,107.20*	\$11.59/hr** \$.58/hr	\$25,064.00	\$12.05/hr \$.60/hr	\$26,162.64	\$12.53/hr \$.63/hr	\$27,688.16	\$13.21/hr \$.66/hr	\$29,085.84	\$13.93/hr \$.70/hr
Building Maintenance Worker	-----		\$29,411.12*	\$14.14/hr** \$.71/hr	\$30,714.48	\$14.71/hr \$.74/hr	\$32,215.52	\$15.37/hr \$.77/hr	\$33,533.28	\$16.06/hr \$.80/hr
Correctional Facility Nurse	\$36,545.60*	\$17.57/hr** \$.88/hr	\$38,001.60	\$18.27/hr \$.91/hr	\$39,672.00	\$19.00/hr \$.95/hr	\$41,878.08	\$19.98/hr \$1.00/hr	\$43,848.00	\$21.00/hr \$1.05/hr

* The above is the annualized Base Wage amounts, and are calculated by multiplying the hourly rate times the number of hours each year.

** The hourly rate is the exact rate of pay for the calculation of overtime.

APPENDIX "A"

OFF SCHEDULE

BASE WAGE

	<u>1/1/05</u>	Promotional <u>Increment</u>	<u>1/1/06</u>	Promotional <u>Increment</u>	<u>1/1/07</u>	Promotional <u>Increment</u>	<u>1/1/08</u>	Promotional <u>Increment</u>	<u>1/1/09</u>	Promotional <u>Increment</u>
Cook	\$23,025.60*	\$11.07/hr** \$.55/hr	\$23,940.80	\$11.51/hr \$.58/hr	\$24,993.36	\$11.97/hr \$.60/hr	\$26,472.48	\$12.63/hr \$.63/hr	\$27,812.16	\$13.32/hr \$.67/hr
Civil Clerk	\$21,694.40*	\$10.43/hr** \$.52/hr	\$22,568.00	\$10.85/hr \$.54/hr	\$23,552.64	\$11.28/hr \$.56/hr	\$24,963.36	\$11.91/hr \$.60/hr	\$26,246.16	\$12.57/hr \$.63/hr
Chief Civil Clerk	\$27,518.40*	\$13.23/hr** \$.66/hr	\$28,620.80	\$13.76/hr \$.69/hr	\$29,879.28	\$14.31/hr \$.72/hr	\$31,586.72	\$15.07/hr \$.75/hr	\$33,136.56	\$15.87/hr \$.79/hr

* The above is the annualized Base Wage amounts, and are calculated by multiplying the hourly rate times the number of hours each year.

** The hourly rate is the exact rate of pay for the calculation of overtime.