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7016

AGREEMENT

FRANKLIN COUNTY

FRANKLIN COUNTY SHERIFF

And

**FRANKLIN COUNTY DEPUTY SHERIFFS'
ASSOCIATION**

January 1, 2003 - December 31, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

THIS AGREEMENT made by and between the **FRANKLIN COUNTY SHERIFF** and the **FRANKLIN COUNTY BOARD OF LEGISLATORS**, herein called the "**EMPLOYER**" or "**COUNTY**" and **FRANKLIN COUNTY DEPUTY SHERIFF'S ASSOCIATION**, hereinafter called the "**UNION**".

ARTICLE I PREAMBLE

The County of Franklin, hereafter referred to as the "County" and FCDSA, affiliated with Council 82 AFSCME, hereafter referred to as the "Union" declare it to be their mutual policy that, in order to promote harmonious labor relations between the County and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employee's Fair Employment Act.

ARTICLE II UNION/EMPLOYER - STATUS AND RIGHTS

Section 1. Recognition

The County recognizes the Franklin County Deputy Sheriffs' Association, affiliated with Council 82, AFSCME, as the exclusive bargaining representative for the bargaining unit comprised of all the Sheriffs Department Employees. Excluded from the unit are the Sheriff, Undersheriff, Principal Account Clerk/Typist and Correctional Facility Nurse.

Section 2. Union Security

The Union agrees to represent all the employees in the bargaining unit in a fair and equitable manner and not to discriminate against any unit employee by virtue of the participation or non-participation in Union affairs.

Section 3. Maintenance of Standards/Management Rights

- A. Conditions of employment not contained in this Agreement shall be subject to the control of the County, provided that only those conditions of employment that have been ruled as mandatory subjects of bargaining by PERB shall not be changed without the agreement of the Union.

This provision shall not apply to inadvertent or bonafide errors made by the Employer or the Union if such error is corrected within ninety (90) days from the date of error.

- B. The County continues to retain all its rights, powers and duties granted to it under law except as limited by this Agreement.

Section 4. **Mutual Interest**

The Union, as well as the employee members thereof and all other unit members shall agree that they will at all times further the interest of the Employer as fully as it be in their power to do so.

Section 5. **Savings Clause**

If any provision of the Agreement violates any Federal or State law as presently enacted or as amended or interpreted during the term hereof, such provisions shall be inoperative to the extent that it is at variance with such law; but all other provisions of this Agreement shall remain in full force and effect. If any provisions become inoperative under this Article, both parties shall meet promptly to rewrite the provision to comply with the law and, as far as possible, to meet the original intention of the parties; the revised provisions shall thereafter be a part of this Agreement.

Section 6. **Declaration of Pledge of No Strike Policy**

Council 82, AFSCME affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 7. **Dues Deduction**

The Employer shall deduct from the wages of the employees and remit to the Franklin County Deputy Sheriffs' Association, regular membership dues for its employees who have signed authorizations permitting such payroll deductions. All changes in the dues deduction amounts shall be made by the Franklin County Deputy Sheriffs' Association by notification to the County Treasurer. The Employer shall notify the Union every pay period, of the hiring of new employees in the unit and their employment status.

Section 8. **Agency Fee**

The Franklin County Deputy Sheriffs' Association shall be entitled to agency fee deductions from the salary of non-union members.

The County shall deduct from the salary of employees in the bargaining unit who are not members of the Union an amount equivalent to the dues levied by the Union and shall transmit the sum as deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Union affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provisions for agency fee deduction shall continue in effect as long as the Union maintains such procedure. The agency fee deduction shall be made following the same procedure as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement.

Section 9. **Department Steward or President**

The Union shall designate one employee as Sheriff's Department President and one employee as Department Steward. The President and Steward shall be elected by a vote of unit members within the department.

The Union shall give the Employer the name of the President and Steward annually.

The Union President and/or Steward shall administer the Agreement on behalf of the Union and shall have the authority to settle grievances on behalf of the Union.

The designation of an employee as a President or Steward shall not confer any special rank or status upon the President or Steward. The President and Steward shall perform their regularly assigned duties in a proper manner.

Section 10. **Department Stewards or Presidents Time Off**

The Department Steward or President shall be allowed sixteen (16) hours annually to administer this Agreement and adjust grievances.

Section 11. **Union Access**

The authorized representative of the Union who is not an employee of Franklin County may visit County premises on bonafide union business provided the Employer is made aware of his presence. The Union representative agrees not to interrupt the work of any unit members and may not meet with employees during assigned work time.

Section 12. **Bulletin Boards/Filing Cabinet**

The Employer agrees to provide one bulletin board for Union use. The Union agrees that no material derogatory to or embarrassing to the Employer, its administrators or its representative or to any County employee, shall be placed on the bulletin board. The County agrees to provide storage space for Union owned filing cabinet.

Section 13. **Printing of Contracts**

The County and Union shall split the cost of printing up to 100 copies of the contract for distribution by the Union for present employees and any new employees hired.

Section 14. **Subcontracting**

The Employer may, if it deems it in the best interests of the County, subcontract out services performed by the bargaining unit employees. The County shall consult with the Union before any such subcontracting of services. The Union shall have the right to negotiate the impact of such subcontracting decisions upon the terms and conditions of employment of unit members.

ARTICLE III
WORK TIME

Section 1. **Work Week**

The basic work week for full-time Sheriff Department employees will be forty (40) hours per week.

Section 2. **Hours of Work**

The Sheriff shall establish five (5) eight hour shifts per week for full-time employees of the department.

The Sheriff shall establish the hours of work for cooks on an “as needed” basis.

Section 3. **Overtime**

Sheriff Department employees shall receive overtime pay after working forty (40) hours in a work week. Paid time off shall be considered as time worked as in the case of vacation, sick, holiday and personal leave.

This change in the contract is to be part of Article III, Section 3, Overtime. This change will only affect the twelve (12) individuals who were given full-time status when Civil Service became part of the Franklin County Sheriffs. When determining seniority for the basis of hiring overtime the seniority for these officers will be determined by their date they were hired part-time. Again, it is stressed this system will only be used when determining seniority for hiring overtime.

Part-time - it is understood that we mean per diem hires.

Section 4. **Overtime Assignment**

The Department Head shall establish a written procedure for the assignment of overtime after consultation with the President or Steward. Such procedure shall use seniority as one of the factors in determining the assignment, unless the Department Steward agrees otherwise. Failure of employees to accept overtime assignments under the established procedure shall be grounds for disciplinary action.

Section 5.

Overtime Rate - Compensatory Time Off

Each employee shall work overtime when necessary for the efficient conduct of County business and shall receive either cash or compensatory time off at the rate of time and one-half (1 1/2), with the decision for compensatory time or cash being made prior to the working of the overtime and the employee advising the Department Head of their preference. Compensatory time off may be taken subject to the maximum accumulation of 80 hours, which must be taken by December 1 of each year or each year the employee shall be paid for his/her accumulated compensatory time on the payday date closest to December 1.

ARTICLE IV
SENIORITY RIGHTS

Section 1.

Seniority

For jobs that are not competitive class under Civil Service law, openings will be filled first from a list of the three (3) most senior full-time, qualified applicants. Then, the job will be filled by the most qualified per diem employee, with seniority as one of the considerations.

Seniority for purposes of leave time, shift bidding, and distribution of overtime, shall be length of time in pay grade/salary grade as a permanent appointment.

Bidding in on permanent shifts - by seniority

Seniority date will be calculated from first date of full-time hire in title in the Sheriff's Department. Service breaks of one (1) year or longer shall result in seniority calculation based on the date of subsequent full-time hire. Service breaks of less than one (1) year shall be prorated and included in seniority calculation from original date of full-time hire.

On January 1 and July 1 of each year, all shift assignments shall be posted. Employees shall submit requests for their shift assignment preference by the tenth of said months. Employees shall be assigned to shifts of their preference in accordance with their seniority. Awards shall be made effective the payroll week nearest the 20th of the month. For the purpose of this provision, seniority shall be defined elsewhere in this Article.

Section 2. **Seniority Lists**

The personnel office shall notify the President in writing of any newly hired employees in the bargaining unit.

The Employer will furnish the Union a seniority list by job title within the department within sixty (60) days of the signing of this Agreement. The Union shall have twenty (20) work days to challenge the list. Thereafter, the list shall be considered final. The Employer shall update the list annually.

Section 3. **Career Ladder**

(A) In moving to another position without a break in service, retirement and benefit time, except items of compensation which are provided for in the contract, shall be retained. (Exception: Employees moving from a full-time, or slotted part-time to per diem status retain only their retirement.)

ARTICLE V
RIGHTS AND RESPONSIBILITIES

The intent and purpose of this Article is to set forth the rights and responsibilities of the County as well as the rights and responsibilities of the Union. Nothing contained in this Article shall deprive the County and the Union of any protection and or rights they have under this Agreement, the New York State Civil Service Law or other applicable law.

(A) Rights and Responsibility of the County

Section 1: Nothing in this Agreement shall be construed as deleting the authority conferred by law on the Sheriff or any elected official, department, office or agency head or the chief executive officer or in any way to reduce or abridge such authority.

Section 2. The rights and responsibilities of Franklin County include, but are not limited to the following:

- (a) To determine the standards of service to be offered by the Sheriff's Department, other agencies and departments;
- (b) To direct the employees of the County;
- (c) To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- (d) To relieve employees from duties because of lack of work, or for other legitimate reasons;

- (e) To determine the methods, means and personnel by which such operations are to be conducted;
- (f) To maintain the efficiency of the Sheriff's Department and government operations entrusted to them;
- (g) Such other rights and responsibilities conferred by law.

Section 3. The Sheriff's Department may promulgate appropriate rules, regulations, policies and procedures. The Union shall receive a copy of such rules, regulations, policies and procedures thirty (30) days prior to their effective date. The Union shall have the right to discuss such rules, regulations, policies and procedures before they become effective. No rule, regulation, policy and procedure shall take precedence over any matter described in this Agreement.

(B) Rights and Responsibilities of the Union

Section 1. Employees of the Sheriff's Department shall have the right to form, join and participate in or refrain from joining or participating in the employee organization free from interference, coercion, restraint, discrimination or reprisal by the Union or by the Employer.

Section 2. The Union has the right to represent all employees of the Sheriff's Department in the negotiating unit on any matter concerning the terms and other conditions of employment within the limits of this Agreement. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority.

Section 3. The Union has the right, either as a representative of any employee or as an observer, to have at least one (1) but not more than two (2) individuals (grievant and Union representative) present at any grievance or appeal hearing involving an employee who is determined to be in the negotiating unit.

Section 4. The Union will honestly and fairly represent any employee within the negotiating unit concerning the terms of this Agreement whether or not such employee is a member of said Union.

ARTICLE VI
WORK RULES

Section 1. **Work Rules**

Within three (3) months after the signing of this Agreement, the President shall offer suggestions for departmental work rules to the Sheriff. Within one (1) month thereafter, the Sheriff, after approval of the County Legislature, shall issue work rules for Sheriff's Department employees. The Sheriff may periodically update the work rules with the approval of the County Legislature.

Such work rules may not be in conflict with this Agreement. Employees are expected to follow the work rules and violations of the work rules shall subject the employees to disciplinary action.

Upon request of the President and/or Steward, the Department Head, or designee, will review the work rules with the President and/or Steward.

Work rules shall cover as a minimum the following items:

Time of lunch period	Chain of command
Time of coffee breaks	Hours of work
Reporting for work procedure	Orientation of new
Authority of personnel	employee procedures

ARTICLE VII
EXAMINATIONS

Section 1. **Required Examinations**

Physical, mental, or other examinations required by any government body or the Employer should be promptly complied with by all employees. Failure to do so shall be grounds for disciplinary action.

The County shall either designate its own physician or allow the employee to use the employee's personal physician at the reasonable and customary charge for Franklin County, which shall be paid by the Employer. The employee shall lose no paid-for-time by reason of such examination taken during their regularly scheduled work hours.

Section 2. **Civil Service Examinations**

Upon advance notice to, and approval of, their Department Head, permanent employees may receive time off to take Civil Service Examinations.

ARTICLE VIII
TRAVEL

Section 1. **Travel Allowance**

Whenever an employee is required to use his personally owned automobile in the conduct of the County's business, he shall be reimbursed for such use at the rate of thirty-one cents (\$.31) per mile. In the event the IRS raises its mileage reimbursement to \$.33 or more per mile, the mileage rate shall increase to \$.32 per mile.

Section 2. **Meal Allowance**

The current County meal allowance times of 7AM to 7PM shall be expanded to allow for meal reimbursement on a 24 hour basis for unit members who are required to conduct County business outside Franklin County.

ARTICLE IX
HOLIDAYS

Section 1: All employees shall receive the following paid holidays:

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

In addition to the above listing, either the day before Christmas or the day before New Year's, at the employee's option, shall be observed. The Department Head shall honor such request to the fullest extent possible, consistent with the effective conduct of County business. Only one day may be considered a holiday for overtime purposes.

Section 2:

- (a) Double time with no time off shall be paid to all employees who work on holidays or the employee may work the day at regular rate of pay and take another day off at the regular rate of pay. Employees working on Thanksgiving day or Christmas Day (December 25th) shall receive time and one half (1 1/2) in addition to their normal rate of pay for all hours worked. Example: An employee who works eight (8) hours on either of the days specified shall receive compensation at the regular rate of twenty (20) hours.
- (b) The employee must give the Department Head ten (10) days notice of the employee's preference of compensatory time or pay. The Department Head shall honor such request to the fullest extent possible consistent with the effective conduct of County business.

- (c) Nothing contained herein shall prohibit the Board of Legislators from granting additional days off.

Section 3: For 24 Hour Facility Employees: Where the holiday falls on a regularly scheduled day off another day shall be given. The day to be given will be at the employee's choice. The choice shall be consistent with Paragraph B, Section 2 of this Article.

For payroll purposes the holiday pay will be paid for the actual holiday date if worked.

Holiday pay will be paid to the employee working the greater number of shift hours on the holiday date.

ARTICLE X INSURANCE

Section 1. Health Insurance

The County has established a self-funded health insurance program. Full-time employees and qualified per diem employees and their dependents shall be eligible to participate in the plan pursuant to the rest of Section 1.

As soon as administratively feasible after ratification of this Agreement, the County shall implement a Point of Service Plan with an in-network PPO benefit. The out-of-network annual deductible shall be \$195 individual and \$585 family.

The current self-funded plan shall remain in effect until such time as the parties agree to change it. The self-funded plan shall be administered by the County or some other mutually agreeable Administrator.

The Administrator of the plan shall exercise confidentiality over the employees' health insurance records.

The plan shall contain a conversion feature.

The Health Insurance Plan shall provide "1 year tracking".

Employees hired prior to May 4, 2000, shall pay the following annual health insurance premiums:

<u>Effective date</u>	<u>Individual</u>	<u>Family</u>
January 1, 2003	\$362.50	\$ 787.50
January 1, 2004	425.00	975.00
January 1, 2005	487.50	1162.50
January 1, 2006	550.00	1350.00

These contributions shall not exceed 10% of the annual premium costs.

Employees hired after May 4, 2000, shall pay \$350 annually for individual premiums and \$700 for annual family premiums, or 10% of their health insurance premiums, whichever is greater.

Co-pays shall be as follows:

Effective dates	1/1/03	1/1/04	1/1/05	1/1/06
Office visits.....	\$17	\$18	\$19	\$20
Lab visits.....	6	7	8	9
Emergency room.....	35	35	35	35
Retail drugs.....	7/12/22	8/13/23	9/14/24	10/15/25
Mail order drugs.....	10/20/40	10/20/40	10/20/40	10/20/40

Eligible employees hired after the signing of this Agreement in 1992 shall pay 25% of the cost of their health insurance premiums for the first six (6) months of their employment. Thereafter, they shall be covered by the preceding paragraph.

The County will provide an eye glass insurance plan as part of its medical insurance.

Section 2. Disability Insurance

The Employer will provide New York State Disability Insurance for all permanent, provisional, temporary, and seasonal employees, except those employees in the bargaining unit who are excluded by state or federal mandates or restrictions or who are excluded by the insurance carrier.

ARTICLE XI
RETIREMENT

Section 1: Hereafter the Employer will provide non-contributory retirement benefits to its qualified employees back to the year 1983 (Section 75e of the New York State Employees Retirement System).

The present retirement plan of 75i shall be continued.

Application for retirement system membership shall be filed immediately upon hire where enrollment is mandatory. Employees who have the option of electing membership shall do so in a timely fashion.

Section 2: Employees may convert unused sick leave for additional retirement credit up to a maximum of 165 days (Option 41J of the New York State Employees Retirement System).

Section 3: The County shall provide the benefits of Subdivision K of Section 41, Subdivision G of Section 43 of the New York State Retirement and Social Security Law, and Subdivision 4 of Section 243 of the Military Law as it is presently, or hereafter may be amended. An employee on the payroll as of March 31, 1970, who was a resident of the State of New York at the time of entry into the Armed Forces and who is not receiving a full military pension, other than for disability, will be eligible to apply to the Retirement System for up to three (3) years of retirement credit for active duty rendered in the Armed Forces between July 1, 1940 and December 31,

1946. To obtain such credit, an employee must pay the required annuity and pension contribution in addition to the regular interest on both.

ARTICLE XII
UNPAID LEAVES

Section 1. **Unpaid Leaves of Absence**

A leave of absence, without pay, not to exceed one (1) year may be granted to a permanent, full-time employee only, by a Department Head or appointing authority subject to the prior review and authorization by the Board of Legislators. However, a leave of absence for personal illness may be granted directly by the Department Head.

Employees who have worked a minimum of one (1) year for the County and who are on an unpaid leave of absence shall continue to receive the health insurance benefits provided for in Article X, Section 1 of this Agreement for the first six (6) months of their leave.

ARTICLE XIII
PAID LEAVES

Section 1. **Personal Leave**

All full-time employees hired before January 1, 1984 covered by this Agreement shall be granted five (5) personal days per year and all full-time employees hired on or after January 1, 1984 shall be entitled to three (3) personal days per year, on a non-accumulative basis. Personal days may be taken upon 24 hours notice, except for emergencies, to the appropriate Department Head. If the absence may cause scheduling problems or result in overtime for other employees, the personal day may be denied by the Department Head. If the employee cannot get to work due to snow they shall charge a day against accrued sick, vacation or personal time at their election. One (1) personal day shall be given with the start of employment which may be taken prior to the completion of the four months of service. After completion of the four months of service, personal time shall be granted as per Appendix "C", prorated chart, minus the initial day given at the start of service.

Personal leave time may be used in a minimum of one half hour block of time.

Any unused personal leave days shall be converted to sick leave days at the end of each calendar year.

Section 2. **Jury Duty**

An employee upon showing proof of a call to jury duty, shall be granted paid leave for such jury duty. When excused from jury duty the employee shall report to work for the balance of work day.

Section 3. **Court Appearance**

Employees who are required to attend court on County business shall suffer no loss in their regular pay for such appearance. When such court time constitutes time beyond the employee's regular work week or work day the employee shall be entitled to additional compensation.

Section 4. **Military Leave**

Employees shall be paid his or her full salary for all periods of absence while engaged in performance of ordered Military Duty, (copies of the official orders to be filed with appointing authority or Department Head) not to exceed thirty (30) days in any one calendar year. He or she shall not be subjected to any loss of time, service, increment, vacation or privileges by reason of such absence.

Section 5. **Sick Leave**

The employees shall be granted one (1) day sick leave per month of employment and shall be allowed to accumulate sick leave days in an unlimited amount.

A new employee shall be entitled to use one (1) sick leave day starting on the first day of employment. Thereafter, one (1) sick leave day shall be posted to an employee's sick leave account on the last day of the second month of employment, and the last day of each succeeding month of employment.

Allowance for Sick Leave

Sick leave shall be granted to any employee for absence from duty because of illness, bodily injury and attendance upon members of the immediate family whose illness requires the care of such employee.

Sick leave with full pay shall be accumulated at the rate of one (1) working day for each completed month of full-time service.

Sick leave permission is to be granted only by the Department Head.

When an employee finds it necessary to absent himself from work for any reason, he shall notify his immediate supervisor at least two (2) hours (or except as otherwise provided in the work rules) before the time he is expected to report for work. Such leave shall not be granted unless a report is made.

In all cases of personal illness or bodily injury, sick leave with pay in excess of four (4) consecutive days will be granted only when a physician's certification has been submitted to the Department Head. A Department Head may request a Doctor's certificate for any absence in excess of one day in cases where the employee has exhibited a repeated pattern of excessive

absenteeism. Excessive absenteeism shall be treated on an individual basis using progressive discipline. All sick leave shall be reported to the personnel officer where a report will be maintained of sick leave used and sick leave accrued.

ARTICLE XIV VACATIONS

Section 1. Vacation

Employees whose basic work week is five (5) days per week shall earn vacation credits at the rate of twelve (12) working days after the first year of service (one (1) working day for each month of service); fifteen (15) working days after five (5) years of service (1 1/4 working days for each month of service); eighteen (18) working days after ten (10) years of service (1 1/2 working days for each month of service); twenty-one (21) working days after fifteen (15) years of service (1 3/4 working days for each month of service); and twenty-four (24) working days after twenty (20) years of service (two (2) working days for each month of service).

Vacation earned may be carried over to the extent of twenty-one (21) days to the next calendar year. Vacation time shall be scheduled by department on a sign up sheet between January 1 and March 15 of each year. Vacation time preference shall be in order of seniority. The County may limit the number of employees who may be on vacation at the same time to not more than 15% of the employees in the same job title in a department.

Employees who fail to sign up for vacation time by March 15 or who desire to change their vacation time after signing up must have their choice of vacation time approved by the Department Head. Under these circumstances, seniority shall not prevail and no employee shall be "bumped" out of the scheduled vacation time. In any cases of dispute, the Department Head may assign the vacation time.

Employees who desire vacation between January 1 and March 15 may take it subject to the Sheriff's approval and based upon seniority preference.

Vacation with Pay

Vacation with pay shall not be paid any employee serving on a temporary, per-diem, or part-time basis.

All vacation leave shall be reported to the Personnel Officer where a record will be maintained of vacation leave used and vacation leave accrued.

ARTICLE XV
PER DIEM EMPLOYEES

Section 1.

Per diem employees hired on or after January 1, 1984, shall receive benefits pursuant to the following schedule, based on hours worked during the previous calendar year:

(1) If the per diem employee works less than 50% of the time that a full-time employee in the same job category would work, the per diem employee shall receive no fringe benefits.

(2) If the per diem employee works between 50% to 75% of the time that a full-time employee in the same job classification would work, the per diem employee shall pay one-half (1/2) of the health insurance premium.

In addition, the employee shall receive one-half (1/2) the benefits of a full-time employee for sick leave and personal leave.

(3) If the per diem employee works more than 75% of the time that a full-time employee works in the same job classification would work, the per diem employee shall receive health benefits as if he/she were a full-time employee. Sick leave and personal leave benefits shall be pro-rated based on the amount of time worked between 75% and 100% in the previous year.

ARTICLE XVI
LABOR/MANAGEMENT COMMITTEE

Section 1. **Labor/Management Committee**

A Labor/Management Committee composed of two (2) designees of the Union and two (2) designees of the Employer shall meet quarterly at a mutually agreeable time and place to discuss matters of mutual interest.

Meetings may be initiated by either party through a written request to the other side. The proposed agenda shall be included in the request. Items not on the proposed agenda shall not be discussed at the meeting, except by mutual consent.

The Labor/Management Committee shall be a formal communication link between the parties and a forum to openly discuss problems in the employment relationship. The Committee shall not conduct any contract negotiations nor discuss formal contract grievances.

The Labor/Management Committee shall discuss and analyze the adequacy of Department furnished uniforms and equipment as well as the procedure used to parcel out the uniforms and equipment.

Upon ratification, the County shall supply full-time Unit members law enforcement uniforms consisting of two short sleeved shirts, two long sleeved shirts and two pants. Effective January 1, 2001, eligible employees shall receive another set of two short sleeved shirts, two long sleeved shirts and two pants. The County shall establish a replacement system for uniforms.

ARTICLE XVII
WAGES

Section 1. **Base Rates**

The base rates for the various salary grades are listed in Appendix "A" (attached):

The salary schedules in Appendix "A" shall be calculated as follows:

Effective January 1 of year indicated:

- 2003 - Increase 2002 salary schedule by 3.5%.
- 2004 - Increase 2003 salary schedule by 3.5%.
- 2005 - Increase 2004 salary schedule by 3.25%.
- 2006 - Increase 2005 salary schedule by 3.25%.
- 2007 - Increase 2006 salary schedule by 3.0%.

Section 2. **Unit Positions**

The positions of employment within the bargaining unit are indicated in Appendix "B" (attached).

Section 3. **Salary Grades**

The salary grade for each position of employment is indicated in Appendix "B" (attached).

Section 4. **Call-In**

Sheriff Department employees will be paid a minimum of two (2) hours pay when required to work during their scheduled time off.

Section 5. **Pay Periods**

Employees shall be paid every two (2) weeks on Thursday. Temporary adjustments to this procedure may be made by the Employer to allow for holidays, vacation periods and other needs of the payroll department.

Section 6. **Salary Statements**

Upon written request employees shall receive a written statement annually specifying their current annual salary or rate of pay.

Section 7. **Shift Differential**

The shift differential shall be \$.31 per hour.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

Section 1. **Out-of-Title Work**

Any out-of-title work assignments will be treated the same as in the past.

All employees working out of classification in a higher classification shall be paid the appropriate rate for the time worked.

Section 2. **Credit Union**

Payroll deductions will be made by the Employer for a credit union designated by the Union, provided the employee has furnished the Employer with the necessary payroll deduction authorizations. Changes in the deductions will be allowed only upon submission of a change of authorization.

The Employer shall not be held liable or responsible for any problems arising other than the deducting from payroll and remittance of monies deducted.

Section 3. **Personnel Files**

Employees shall be allowed to inspect their official personnel file in the Personnel Office in the presence of the administration upon written 24 hour notice to the County Personnel Office. Disciplinary notices shall be placed in the official personnel file within three (3) work days after issuance.

Section 4. **Equipment, Accidents, and Reports**

Defective Equipment

No employee shall be compelled to operate equipment that is not reasonably mechanically sound and properly equipped to conform with all applicable town, state and federal regulations.

Report

Employees shall report in writing equipment that is defective.

Accidents

Employees involved in an accident shall submit a written accident report on a form provided by the County (see Appendix E - Incident Report Form).

Section 5. **Disciplinary Meeting**

An employee who is required to participate in a disciplinary conference with the Sheriff or Undersheriff may request that the Union steward be present and request shall be granted.

Section 6. **Training Reimbursement**

Employees who leave the employ of the County within 36 months of attending the NYS Police Academy shall reimburse the County for its cost of tuition, books, meals, mileage, as well as the cost of the employee's replacement in the jail. Such reimbursement shall be at the rate of 100% of the cost if the employee leaves employment within one year after the training, at the rate of 50% within two years, and at the rate of 25% within three years. Before attending the Police Academy employees shall sign an agreement to provide such reimbursement if they leave employment.

ARTICLE XIX
GRIEVANCE PROCEDURE /ADVISORY ARBITRATION

Section 1. **Grievance Procedure/Advisory Arbitration**

Grievance Definition - A grievance is an alleged violation of this Agreement. Grievance will be processed pursuant to the following paragraphs.

Grievance Form - Grievances will be presented on a proper form provided by the County (Appendix "D"). Grievances shall be dated, indicate the contract provision allegedly violated, and be signed by the grievant(s).

Group Grievance - A grievance involving the same basic allegation by more than one (1) employee or a grievance by the Union may be presented by the Union directly at Step 1 of this grievance procedure.

Informal Discussion - An aggrieved employee must first attempt to resolve the grievance with the employee's supervisor or Department Head, notifying the supervisor that the discussion constitutes the informal step of the grievance procedure. The local department steward may be present upon the request of the employee.

Formal Grievance Procedure - A grievance must be filed at Step 1 of the procedure through use of the grievance form within ten (10) work days of its occurrence or within ten (10) work days of the date on which the employee knew or could be expected to know of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

- a) **Step 1 Department Head** - Formal grievances will be filed with the Department Head. Within ten (10) calendar days of receipt of the grievance, the Department Head or designee will hold a hearing at which the grievant and/or the department steward will discuss the complaint. Within ten (10) calendar days after the hearing, the Department Head or designee shall render a written decision to the grievant(s) and the Union.

- b) Step 2 - Board of Legislators - If the answer in Step 1 is unsatisfactory, the Union may submit the grievance within ten (10) work days to Step 2 by serving written notice to the Chairman of the Board of Legislators. A Committee of the Board shall hold a hearing within ten (10) work days of receipt of the written notice at which the grievant and/or the Union's general representative will discuss the complaint. A written decision will be rendered to the Union within ten (10) calendar days after the hearing.
- c) Step 3 - Advisory Arbitration - Within ten (10) work days of receipt of the written decision in Step 2, the Union may process contract grievances to advisory arbitration under the rules of procedure of the Public Employment Relations Board. The advisory award of the arbitrator shall be submitted to the Franklin County Legislature for its final and binding determination.

ARTICLE XX
EXTRA AGREEMENT

Section 1. **Extra Agreement**

Any agreement or arrangement between the County and Unit employee shall be consistent with the terms of this Agreement unless the Union has given its approval for such deviation.

ARTICLE XXI
LEGISLATIVE ACTION CLAUSE

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 XXII
DURATION

This contract is for a term of five (5) years commencing January 1, 2003 and continues in full force and effect until December 31, 2007 or until a new contract is negotiated; provided however, that the parties thereto agree that either party may, on or after July 1, 2007 serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event the parties and/or their representatives shall commence negotiations immediately.

ARTICLE XXIII
SIGNATORIES

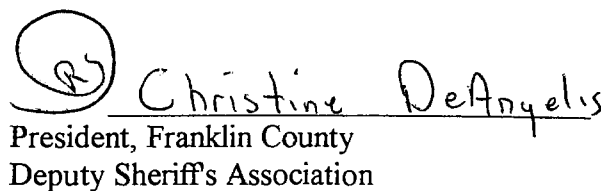
It is expressly understood and agreed by and between the parties hereto that this Agreement constitutes the entire Agreement between the parties, and that it cannot be altered, changed or modified except in writing.

It is further expressly understood and agreed that this Agreement is subject to the provisions of Article XIV of the Civil Service law of the State of New York.

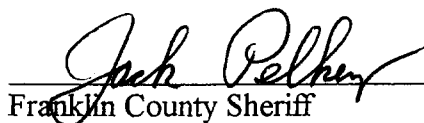
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.



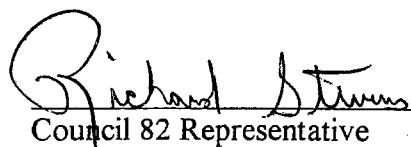
Chairman, Franklin County
Board of Legislators



President, Franklin County
Deputy Sheriff's Association



Franklin County Sheriff



Council 82 Representative

4/1/03

Dated

4/1/03

Dated

APPENDIX A
SALARY SCHEDULES

SALARY SCHEDULE (2003)

	BASE	YEAR 2	YEAR 4	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 15	YEAR 20	YEAR 25
01	GRADE 01	22332	22798	23264	23729	24195	24713	25437	26162	26886	27586
02	GRADE 02	23512	23978	24444	24909	25375	25893	26617	27342	28066	28766
03	GRADE 03	24257	24723	25189	25655	26120	26638	27362	28087	28811	29511
04	GRADE 04	26761	27227	27692	28158	28624	29141	29866	30590	31315	32015
05	GRADE 05	27574	28040	28506	28972	29437	29955	30679	31404	32128	32828
06	GRADE 06	28245	28711	29177	29642	30108	30626	31350	32075	32799	33499

SALARY SCHEDULE (2004)

	BASE	YEAR 2	YEAR 4	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 15	YEAR 20	YEAR 25
01	GRADE 01	23114	23596	24078	24560	25042	25578	26327	27078	27827	28552
02	GRADE 02	24335	24817	25300	25781	26263	26799	27549	28299	29048	29773
03	GRADE 03	25106	25588	26071	26553	27034	27570	28320	29070	29819	30544
04	GRADE 04	27698	28180	28661	29144	29626	30161	30911	31661	32411	33136
05	GRADE 05	28539	29021	29504	29986	30467	31003	31753	32503	33252	33977
06	GRADE 06	29234	29716	30198	30679	31162	31698	32447	33198	33947	34671

SALARY SCHEDULE (2005)

	BASE	YEAR 2	YEAR 4	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 15	YEAR 20	YEAR 25
01 GRADE 01	23367	23865	24363	24861	25358	25856	26409	27183	27958	28731	29480
02 GRADE 02	24628	25126	25624	26122	26619	27117	27670	28444	29219	29992	30741
03 GRADE 03	25425	25922	26420	26918	27416	27913	28466	29240	30015	30788	31537
04 GRADE 04	28099	28598	29096	29592	30091	30589	31141	31916	32690	33464	34213
05 GRADE 05	28970	29467	29964	30463	30961	31457	32011	32785	33559	34333	35081
06 GRADE 06	29685	30184	30682	31179	31676	32175	32728	33502	34277	35050	35798

SALARY SCHEDULE (2006)

	BASE	YEAR 2	YEAR 4	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 15	YEAR 20	YEAR 25
01 GRADE 01	24126	24641	25155	25669	26182	26696	27267	28066	28867	29665	30438
02 GRADE 02	25428	25943	26457	26971	27484	27998	28569	29368	30169	30967	31740
03 GRADE 03	26251	26764	27279	27793	28307	28820	29391	30190	30990	31789	32562
04 GRADE 04	29012	29527	30042	30554	31069	31583	32153	32953	33752	34552	35325
05 GRADE 05	29912	30425	30938	31453	31967	32479	33051	33851	34650	35449	36221
06 GRADE 06	30650	31165	31679	32192	32705	33221	33792	34591	35391	36189	36961

APPENDIX A (cont)
SALARY SCHEDULES

APPENDIX A (cont)
SALARY SCHEDULES

SALARY SCHEDULE (2007)

	BASE	YEAR 2	YEAR 4	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 15	YEAR 20	YEAR 25
01	24850	25380	25910	26439	26967	27497	28085	28908	29733	30555	31351
02	26191	26721	27251	27780	28309	28838	29426	30249	31074	31896	32692
03	27039	27567	28097	28627	29156	29685	30273	31096	31920	32743	33539
04	29882	30413	30943	31471	32001	32530	33118	33942	34765	35589	36385
05	30809	31338	31866	32397	32926	33453	34043	34867	35690	36512	37308
06	31570	32100	32629	33158	33686	34218	34806	35629	36453	37275	38070

APPENDIX B
BARGAINING UNIT POSITIONS AND SALARY GRADES

GRADE 1

Cook

GRADE 2

Cook/Manager

GRADE 3

Account Clerk/Civil Deputy

Correction Officer

Deputy Sheriff/Correction Officer

Senior Account Clerk

GRADE 4

GRADE 5

Correction Officer Sergeant

Deputy Sheriff/Correction Officer Sergeant

GRADE 6

Deputy Sheriff/Civil Officer

Senior Account Clerk/Civil Deputy

Warden

APPENDIX "C"
PERSONAL LEAVE PRO-RATA CHARTS

A. Personal Leave Chart for Employees Hired Prior to January 1, 1984

Employees whose four (4) months of service is completed between the following dates (or who return to work from a leave of absence).

40 Hour Work Week

January 1 to February 15	40 hours
February 16 and March 31	36 hours
April 1 and May 15	32 hours
May 16 and June 30	28 hours
July 1 and August 15	24 hours
August 16 and September 30	20 hours
October 1 and November 15	16 hours
November 16 and December 15	12 hours
December 16 and December 31	8 hours

B. Personal Leave Chart for Employees Hired On or After January 1, 1984

Employees whose four (4) months of service is completed between the following dates (or who return to work from a leave of absence).

40 Hour Work Week

January 1 to February 28	24 hours
March 1 to April 30	20 hours
May 1 to June 30	16 hours
July 1 to August 31	12 hours
September 1 to October 31	8 hours
November 1 to December 31	4 hours

APPENDIX "D"

Grievance No _____

FRANKLIN COUNTY
FOR
FRANKLIN COUNTY DEPUTY SHERIFF'S ASSOCIATION

NAME OF AGGRIEVED EMPLOYEE: _____

TITLE OF AGGRIEVED EMPLOYEE: _____

DATE SUBMITTED: _____

CONTRACT CLAUSE VIOLATED: _____

DATE OF OCCURRENCE: _____

STATEMENT OF FACTS: _____

REDRESS SOUGHT: _____

GRIEVANT'S SIGNATURE: _____

UNION DEPARTMENT STEWARD: _____

ACTION TAKEN BY EMPLOYER: _____

EMPLOYER'S SIGNATURE: **STEP 1** _____ **DATE** _____

STEP 2 _____ **DATE** _____

COPY TO: Grievant
 Personnel Officer
 Department Head
 Chief Steward

(PLEASE USE REVERSE SIDE IF NECESSARY AND TITLE SECTIONS)

APPENDIX "E"
INCIDENT REPORT

Franklin County Court House
Malone, New York 12953

This form must be used to
report an accident or incident
involving an employee.

Employee Involved _____
(Last Name) (First Name) (Middle Initial)

Employee's S.S.# _____ Date of Incident _____

Department _____ Time of Incident _____

Describe exactly what happened, why it happened, what causes were. If an injury, state part of body injured.

(If more room is needed, please continue on back.)

Was person involved seen by a physician? _____ Yes _____ No

When? _____ Where? _____

Physician's Name _____

Was First Aid Administered? _____ Yes _____ No

By Whom? _____

Was person involved taken to hospital? _____ Yes _____ No

When? _____ Where? _____

By whom? _____

Indicate type of injury: Laceration _____ Abrasion _____ Burn _____ Other _____ (Specify)

Name, Address and Phone Number of Witness(es) _____

Date of Report

Signature & Title of Person Preparing Report

