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Contract Database Metadata Elements

Title: **Columbia, County of and Columbia County Corrections Officers Benevolent Association, Council 82, AFSCME, ALF-CIO, Local 3828 (2003)**

Employer Name: **Columbia, County of**

Union: **Columbia County Corrections Officers Benevolent Association, Council 82, AFSCME, ALF-CIO**

Local: **3828**

Effective Date: **01/01/03**

Expiration Date: **12/31/07**

PERB ID Number: **7002**

Unit Size:

Number of Pages: **66**

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FINAL

AGREEMENT

Between

County of Columbia

and the

Columbia County Corrections Officer's

Benevolent Association

January 1, 2003 – December 31, 2007

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This Agreement made this _____ day of _____, 2006, by and between

THE COUNTY OF COLUMBIA and the COLUMBIA COUNTY SHERIFF as joint employers, hereinafter referred to as "Employer" and the LOCAL UNION 3828, COUNCIL 82, AFSCME AFL-CIO, hereinafter referred to as Union declare it to be their mutual policy that in order to promote harmonious labor relations between the employer and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees Fair Employment Act and that no article or section in the contract is to be construed to be in violation of the New York State Civil Service Law.

ARTICLE I

RECOGNITION AND DUES DEDUCTION

SECTION 1 - RECOGNITION

The employer recognizes the Union as the sole and exclusive representative for all full-time Corrections Officers, Corporals, Sergeant and Assistant Chief Corrections Officer (Lieutenant) of the employer, including Head Cook, Cook, and Bookkeeper and excluding Sheriff, Undersheriff, Chief Corrections Officer and Confidential Secretary (who acts as Sheriff's Secretary).

SECTION 2 - PAYROLL DEDUCTIONS

A. Exclusive Right

The Union shall have the exclusive right to payroll dues deduction and Union sponsored Insurance deductions, so long as there is capability on the county payroll system.

B. Dues and Group Insurance Authorization

The Employer shall deduct from the wages of the employees who sign authorization cards permitting such payroll deductions for membership dues, agency fees as required by law, the

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Health Insurance Plan, and union sponsored insurance programs provided there is capability on the County payroll system.

C. Remittance

Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted to the Treasurer, Union, Court House, Allen Street, Hudson, New York 12534.

D. Continuation

Deductions authorized by any employee shall continue as so authorized unless and until such employees notify the Employer of their desire to discontinue or to change such authorization in writing. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Employer in triplicate. One copy shall be forwarded to the Union by the Employer and one copy shall be retained by the Employer.

E. Responsibility for Deducted Monies

The Union assumes responsibility for the disposition of such funds so deducted once they are turned over to the Union.

ARTICLE II

COMPENSATION

SECTION 1 - TITLES

A list of titles and the respective salary grades for each title shall be annexed as Appendix A. Appendix A incorporates the negotiated increases for the years covered under this Agreement as follows:

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Effective January 1, 2003	3%
Effective January 1, 2004	3%
Effective January 1, 2005	Correction Officers shall receive 3%, plus \$1,000.00 added to base. Civilians shall receive 3%
Effective January 1, 2006	3%
Effective January 1, 2007	3.25%

There shall be the following rank differential:

Corporal - 5% over Correction Officer pay. Employees who serve as Transport Officers as of November 12, 2004 shall be grandfathered into their positions and pay. When those positions become vacant they will not be filled. Transports will be carried out by assignment, with no additional pay. The grievances relating to the Transport Officer and Corporal will be withdrawn.

Sergeant - 10% over Correction Officer pay

Assistant Chief - 15% over Correction Officer pay.

Effective upon the signing of the Agreement. The salary schedule for new hires shall be as follows: Employees shall have a starting salary twenty five (25%) percent less than current top of grade salary. It shall take such Officers five (5) full years to reach top pay:

Second Year	20% less (5% increase)
Third Year	15% less (5% increase)
Fourth Year	10% less (5% increase)
Fifth Year	5% less (5% increase)
Sixth Year	Top of Grade

When an employee is promoted, the employee shall move to the same step that he was in at the time of promotion.

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SECTION 2 - LONGEVITY BONUS PAYMENT

A. Longevity shall be earned effective on the employee's seniority date (date of permanent hire) and shall be added to the employee's base salary on the employee's seniority date for no other purpose other than overtime and retirement as provided by law. The longevity payment shall be as follows:

<u>Years of Service</u>	<u>Amount</u>
2-4	\$610
5-9	\$1,050
10-14	\$1,500
15-19	\$1,975 (\$3,500.00 effective July 1, 2005)
20	\$2,110 (Eliminated effective July 1, 2005)

Longevity Bonus payments are earned taxable income and shall be treated as such in accordance with Federal and State Income Tax Laws, Rules and Regulations.

SECTION 3 - RULES FOR ADMINISTRATION OF THE SALARY PLAN

A. New Employees

Effective upon the signing of the Agreement, the salary schedule for new hires shall be as follows: Employees shall have a starting salary twenty-five percent (25%) less than top of grade salary. It shall take such employees five (5) full years to reach top pay (5% increase in each of five years).

B. Temporary or Provisional Employees

An employee who has been continuously employed on a temporary or provisional basis shall, upon receiving permanent appointment to the same position, be credited with the length

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of time he has served in that position on a provisional or temporary basis in determining the salary of his permanent position.

C. Transfer or Reassignment

a. Upon permanent transfer or reassignment to a higher position, there shall be no immediate change in the annual salary of an employee unless his salary at the time of such transfer or reassignment is below the salary grade to which the new position is allocated. Should an employee be reassigned or transferred to a position title which is allocated to a salary grade having a higher salary than the grade from which he was reassigned, such transfer or reassignment shall be considered a promotion and the legal provisions governing promotions shall apply.

b. Upon permanent transfer or reassignment to a lower position, there shall be an immediate reduction in an employee's salary to the applicable rate of the lower position.

D. Temporary Assignment to a Position Allocated to a Higher Salary Grade

If an employee is temporarily assigned (duration of two (2) or more weeks) to a position allocated to a higher salary grade, his salary shall be raised to the level of such higher grade. Upon reassignment to his original position, he shall return to his original salary level.

E. Reinstatements

An employee hired after January 1, 1985, who is reinstated to a position which is allocated to a specific salary grade shall be paid the salary for the position to which he is reinstated, providing he has satisfied the one (1) year trial period required at the "Hiring Rate." In no instance shall such annual salary exceed the salary received at the time he vacated his position.

F. Promotions

Promotions to the positions in the Bargaining Unit shall be in accordance with the

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provisions of the Civil Service Law.

G. Performance Evaluation

All employees shall be evaluated semi-annually for job performance and shall be evaluated under the criteria of the Job Evaluations Form attached as Appendix "C". The employer and the Sheriff reserve the right at any time to modify, change, or alter the Job Evaluation Form. The completed Evaluation Form shall be filed in the employee file and a copy given to the employee. The evaluation shall be done by the Sheriff, the Undersheriff, the Chief Corrections Officer, the Assistance Chief Corrections Officer, and Sergeant Corrections Officer.

SECTION 4 - PAY PERIOD

The pay period shall be interpreted as consisting of ten (10) working days or two (2) calendar weeks, whichever is longer.

SECTION 5 - PREMIUM PAY

A. Shift Differential

The shift differential shall be as follows:

A-Line (11-7): \$.75 per hour

C-Line (3-11): \$.70 per hour

B. Overtime Pay

(a) The Employer agrees to compensate employees for authorized work performed in excess of forty (40) hours per week. Such overtime compensation shall be either in the form of time and one half cash payment based on the number of overtime hours worked, or time and one-half compensatory time off for time actually worked, at the election of the employee. This paragraph applies to all overtime assignments for whatever reason made.

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(b) Correction Officers may accrue 240 hours of compensatory time but may only carry over 80 hours into the following year.

(c) Requests for compensatory time may be denied by the Sheriff based upon the operational needs of the Department, which request shall not unreasonably be denied.

(d) Correction Corporals and Sergeants will be allowed to take compensatory time earned, vacation time and EVOs at the employee's request, so long as two supervisors are normally scheduled to work that shift regardless if the compensatory time, vacation time or EVOs creates overtime.

C. Call-In Time

If an employee is called in by the Employer for a job related call-in or for court appearances, the Employer shall provide a minimum guarantee of three (3) hours cash payment at time and one-half. For work performed in excess of three (3) hours, the overtime provisions of this Agreement will prevail, i.e., cash payment at time and one-half or compensatory time off at time and one-half. Effective upon the signing of this agreement, minimum call-in shall be four (4) hours.

The Lieutenant will be paid eight (8) hours of regular pay per month for on-call when at home.

SECTION 6 - MILEAGE REIMBURSEMENT

Employees authorized to use their personal cars to conduct Department business shall be reimbursed at the rate established by County mileage guidelines.

SECTION 7 - PRE-SHIFT BRIEFING

Effective upon the signing of this Agreement, all security personnel shall be required to report to work fifteen minutes prior to the start of their regular scheduled shift and shall be paid at

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the appropriate rate. This provision shall not apply to civilians (i.e.: Head Cook, Cook, Bookkeeper) effective January 1, 2005.

ARTICLE III

WORK DAY, WORK WEEK

SECTION 1 - WORK DAY, WORK WEEK

A. Normal Work day - Work Week

The normal work week for all employees shall not in any event be in excess of forty (40) hours, consisting of five (5) consecutive work days not in excess of eight (8) hours per day. Employees shall have two (2) consecutive twenty-four (24) hour days, a total of sixty-four (64) consecutive hours off each week. Except in the event of emergencies, employees shall finish their work day at the place it began.

The Corrections Officers shall work on a (A), (B) and (C) three-shift basis, shift (A) being 11:15 P.M. to 7:15 A.M., shift (B) being 7:15 A.M. to 3:15 P.M. and shift (C) being 3:15 P.M. to 11:15 P.M. The working segment is to consist of twenty-nine (29) days being made up of periods of five (5) days on, two (2) days off, five (5) days on, two (2) days off, five (5) days on, two (2) days off, five (5) days on, two (2) days off, plus one Holiday on the 29th day.

The foregoing work schedules are subject to temporary change at the discretion of the Sheriff in the event such change is required by special or unusual circumstances.

The work schedules may be changed upon mutual agreement of all parties.

(a) Locked Shifts - All shift assignments will be grand fathered in as presently signed. Work schedules can be changed upon mutual agreement of all parties or upon written justification and conference with the union representative.

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(b) All vacant positions will be posted for a specified period of ten (10) days at which time all interested parties may submit a request for consideration. Personnel on vacation, out on disability, etc., will be notified as soon as possible to allow interested personnel the opportunity to submit a request.

(c) Selection for filling all positions will encompass seniority, work record, including attitude, sick time use or appearance, along with the nature of the position.

ARTICLE IV

HOLIDAYS WITH PAY

SECTION 1 - HOLIDAYS WITH PAY

A. Designated Holidays

a. All employees shall be entitled to time off with pay on the following twelve (12) Holidays: New Year's Day, Martin Luther King's Birthday, Abraham Lincoln's Birthday, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Christmas Day, Veteran's Day, Thanksgiving Day, Columbus Day and Election Day. Effective January 1, 2001, Lincoln's Birthday shall be a floating holiday for the Lieutenant, Head Cook and Bookkeeper.

b. The designated holidays will apply to other than shift personnel. Shift personnel will receive such compensatory days as may fall within the yearly scheduled on a twenty-nine (29) day shift period.

B. Guaranteed Holidays

Should any of the above holidays fall on a Saturday, Sunday, or normal work day, employees shall be granted another day in lieu thereof. The desires of the employee with respect to the rescheduled holiday shall be considered except where work load or assignments would dictate

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otherwise. Should it be impossible due to work loads or assignments to schedule an "in lieu" day, then such day shall be added to the employee's vacation time. The foregoing does not apply to shift personnel.

C. Work on Holidays

Employees who work on Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July and Martin Luther King Day shall be paid one and one-half (1 1/2) times their regular rate of pay in addition to their normal rate of pay.

ARTICLE V

VACATION WITH PAY

SECTION 1 - VACATION SCHEDULE AND RULES

A. Vacation Schedule

Subject to the limitations set forth herein, county employees shall be entitled to vacation with pay in accordance with the following schedule:

LENGTH OF EMPLOYMENT	MONTHLY VACATION DAYS	YEARLY VACATION DAYS
Beginning the 1st year through completion of 4th year of service	.833 day per month	10
Beginning the 5th year through completion of 9th year of service	1.416 days per month	17
Beginning of 10th year through completion of 14th year of service	1.75days per month	21
Beginning the 15th year of service	2 days of month	24

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Effective January 1, 2005:

LENGTH OF EMPLOYMENT	MONTHLY VACATION DAYS	YEARLY VACATION DAYS
Beginning the 1st year of service	.833 days per month	10
Beginning the 2 nd year of service	1 day per month	12
Beginning the 3 rd year of service	1.083 days per month	13
Beginning the 4 th year of service	1.166 days per month	14
Beginning the 5th year through completion of 9th year of service	1.416 days per month	17
Beginning of 10th year through completion of 14th year of service	1.75 days per month	21
Beginning the 15th year of service	2 days of month	24

B. Vacation Eligibility

Employees shall earn and use vacation as follows: During the first year of employment, the employee shall accrue vacation. Beginning with the employee's date of hire, the employee may use the vacation accrued as is earned. Employees shall be allowed to accrue up to two hundred forty (240) hours of their vacation time and be paid for any unused vacation time upon separation, up to a maximum of two hundred forty (240) hours.

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C. Anniversary Date

Employees shall have as their anniversary date, their actual seniority date, which shall be their date of permanent hire with the Sheriff's Department.

SECTION 2 - VACATION RULES AND PROCEDURE

A. Period of Employment

The period of employment referred to above shall be a period of continuous service in County employment except where otherwise provided or mandated by statute. A "day" of vacation shall be a working day, i.e., one on which the employee would be engaged in the regular duties of his employment, were it not for the vacation.

An unpaid leave of absence if granted in the discretion of the Sheriff shall not be credited towards continuous employment for credit towards length of employment on the vacation schedule.

An employee shall be credited with all benefit accumulations only while actually carried on a regular County payroll, either for partial or full pay.

B. Vacation Scheduling

Employees will have the right to request specific periods of vacation time which will be granted unless the workload demands of the employee's department prevent his being absent. In this latter case, vacation shall be scheduled at another time mutually agreed upon by the employee and the Sheriff, consistent with the rules and procedures established herein.

a. Prior to April 1, each employee shall submit vacation requests to the Sheriff, such requests shall be in blocks of five (5) vacation days and in multiples of five. Vacation time will then be assigned on the basis of seniority, except that each employer shall be entitled to at least five

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(5) consecutive days vacation in the months of June, July, or August where administratively possible. Failure of an employee to state a preference by March 1 shall result in a loss of seniority preference in vacation scheduling for that year only.

Additional vacation days not scheduled in the above manner shall be taken on a day-by-day basis as approved by the Sheriff. Vacation days may be scheduled with a minimum of five (5) days at a time so long as the days are taken with regularly scheduled days off (example: VVV off/off VV).

Correction Officers shall be allowed to use two (2) vacation days per year as "floating vacation days." Such days can only be used with at least five days written request to the Sheriff. Such vacation days may be denied by the Sheriff based upon the operational needs of the Department, which request should not unreasonably be denied. Overtime shall not be the sole reason for the denial.

b. At the Sheriff's discretion, two correction officer's per shift may be allowed vacation.

c. In the event that an extra week is found to be open, it shall be filled by seniority as prescribed above.

SECTION 3 - SEPARATION FROM SERVICE OR DEATH OF EMPLOYEE

A. Separation from Service

Upon separation from service, either by reason of resignation, termination or retirement, with the County, an employee shall be entitled to receive payment for unused vacation time accrued to that date.

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B. Deceased Employees

The County shall pay to the estate of a deceased employee the pro-rata vacation entitlement earned by that employee until the time of death.

ARTICLE VI

LEAVES

SECTION 1 - SICK LEAVE

A. Definition

Absence from duty by an employee by reason of sickness or disability of himself or herself by reason of illness, or disability of his or her family shall be allowed as provided in this section and not otherwise. Absence from duty for such reasons, if duly granted by the Sheriff, shall be considered and known as "Sick Leave." The following regulation shall govern such absence from duty:

B. Eligibility

An employee may be absent from duty on account of sickness or disability. Every leave for such absence is granted by the Sheriff.

C. Requirements

No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as hereinafter provided.

D. Annual Sick Leave Credits

An employee shall be granted sick leave with pay of one (1) working day per month, or twelve (12) working days a year. Such sick leave with pay shall be granted to the employee by the Employer.

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E. Accumulated Sick Leave

The twelve (12) working days a year to be allowed an employee for sick leave with pay may be accumulated at the rate of (1) day a month until a total of 200 days is reached, and may be kept to the employees credit for future sick leave with pay.

F. Accumulated Sick Leave Restriction

Upon becoming sick or disabled, an employee will be granted sick leave with pay to the extent of the unused sick leave time which he has accumulated.

G. Extended Sick Leave

The Employer may, in his discretion, grant sick leave at half pay for personal illness to a permanent employee having not less than one (1) year of service after all of his sick leave and vacation credits have been used, provided however, that the cumulative total of all sick leave at half pay hereafter granted to any employee during the service with the Employer shall not exceed one pay period for each complete year of his service with the Employer.

H. Sick Leave as Continuous Service

Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of any employee, his accumulated and unused sick leave time shall be canceled and not paid for.

I. Sick Leave in Case Quarantine

Any employee isolated or quarantined because of exposure to a communicable disease other than in the line of duty, shall for the purpose of this regulation be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave time.

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J. Injury on duty - for employees not eligible for GML '207-c

An employee who is injured on the job and receives benefits under Workman's Compensation shall receive his regular pay for the term of the Workman's Compensation waiting period without deduction from sick leave. Thereafter, the County will pay the employee the difference between the Workman's Compensation daily payment and the employee's regular daily salary without deduction from the employee's sick leave. However, in no event will the County pay for more than a total of one hundred twenty (120) days under this provision of the Agreement. Beyond one hundred twenty (120) days, the employee may use sick leave if he so desires in the regular manner. Employees receiving Workers' Compensation benefits shall accrue sick leave during the term of the absence.

K. Doctor's Certificates and Examination

The Employer may require a physician's certificate for any absence of more than two (2) days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. In any case, the Employer may require the examination by a physician of the Employer's own choosing. In the event that a physical examination is required because of alleged illness, the Employer shall bear the expense thereof.

L. Retirement Insurance

When an employee officially retires from the Sheriff's Department under the rules of the N.Y.S. Employees Retirement System, the employee's unused sick leave shall be converted to a cash equivalent to be used by the County for payment of the retiree's health insurance premiums. Unused sick leave is to be paid out at \$75 per unused sick day.

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M. Retiree Health Insurance

For all eligible employees retiring after the effective day of this agreement, the County shall pay an amount equal to 75% of the cost of health insurance for eligible retired employees and their dependents who retire with 25 years or more service with the Sheriff's Department.

SECTION 2 - PERSONAL LEAVE

A. Definition

Personal leave is leave with pay granted for the purpose of religious observance or compelling personal business, which cannot be conducted at other than during working hours. Except in emergency situations, application must be made to the Employer at least twenty-four (24) hours in advance of the date for such leave.

B. Eligibility

Employees with at least three months of service shall be eligible for personal leave.

C. Amount of Leave

Four (4) days per calendar year, unused personal leave shall be credited to the employee's accumulated sick leave at the end of each calendar year.

SECTION 3 - BEREAVEMENT LEAVE

A. Definition

Bereavement leave is leave with pay granted to an employee for death in the immediate family.

B. Immediate Family

The immediate family shall be deemed to mean: husband, wife, son, daughter, father,

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mother, father-in-law, mother-in-law, grandfather, grandmother, brother, sister, step-mother, step-father, step child, spouse's grandparents or any other relative residing in the employee's household.

C. Amount of Leave

Three (3) days with pay shall be granted for the aforementioned purpose. One (1) day will be allowed for aunts and uncles on both sides of the family.

ARTICLE VII

HEALTH INSURANCE AND PENSION

SECTION 1 - HOSPITALIZATION

A. Columbia County Health Insurance Plan

All employees shall be eligible for coverage under the Health Insurance Plan provided by the County. The County may change Health Insurance Plans or carriers so long as the benefits provided are equivalent to the current plans. Employees shall have the option of enrolling in the following Health Insurance Plans:

Blue Shield-Care Plus with \$200.00/\$600.00 major medical deductible and \$500.00/\$720.00 hospital deductible. The plan shall provide the vision care rider and \$5.00/10.00 prescription drug card;

The County shall offer employees the option of enrolling in one of the following health maintenance organization plans:

CDPHP - Emerald Plan with \$5.00/\$20.00 RX co-pay

Employees shall not be ineligible for health insurance during their first six months of employment. If possible, employees shall have the option of purchasing County health insurance offered solely at the cost of the employee during the first six months of employment.

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As soon as practicable in 2005, the County shall offer the following plans in lieu of the plans specified above:

1. MVP-HMO Co-Pay with \$5/\$20 drug card
2. MVP-POS Co-Pay 20 with \$5/\$20 drug card
3. Blue Shield Co-Pay 20 with \$5/\$20/\$40 drug card
4. Empire Co-Pay 20 with \$5/\$20/\$40 drug card
5. GHI Co-Pay 20 with \$10/\$20/\$30 drug card (\$20/\$40/\$50 mail order)

B. Cost of Plan

The employer shall provide and pay for the total cost of the premium for the employees, and seventy-five (75%) percent of the premium for dependent coverage.

Effective as soon as practicable in 2005, any employee selecting the plan other than the MVP HMO shall pay 100% of the difference between those plans in addition to any other contributions already being made pursuant to this agreement.

C. Health Insurance Buy Out

Employees who are covered by health insurance from another source may elect not to receive health insurance from the County. Such employees must make such election in November for the following year. The election shall be for the entire year, except if the employee becomes ineligible for health insurance from the other source, at which time the employee may re-enroll in a County Health Insurance Plan and receive a prorated buy out. Employees who make such election shall be paid \$1,500.00 in the first pay period in December of the year in which the election pertains.

Where both spouses work for the County the following shall apply. When one employee has enrolled in a family plan and the spouse is enrolled in its individual plan, the spouse

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who is receiving the individual plan, may elect not to receive health insurance and obtain the \$900.00 buy out. Where the employee and the spouse are both receiving individual health insurance plans, neither spouse nor the employee are eligible for the buy out.

D. Drug Reopener

The parties agree to reopen negotiations for the purposes of implementing the purchase of Canadian drugs.

SECTION 2 - PENSION

A. New York State Retirement Plan

The County shall participate in the NEW YORK STATE EMPLOYEE'S RETIREMENT SYSTEM with all the rights and benefits presently provided by the Retirement and Social Security Law. (Section 89P).

B. Cost of Plan

The total cost of the plan shall be borne by the employer, except as the employee is required to contribute by law.

C. Retirement Re-opener

The parties agree that if the State Legislature enacts legislation permitting a new retirement option for Correction Officers, that they will reopen negotiations with respect to said retirement.

SECTION 3 - DENTAL PLAN

The County will provide the improved dental plan, entitled AGHI Preferred®, and will continue to pay 100% of individual coverage and the member will continue to pay the cost of dependent coverage.

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SECTION 4 - VISION CARE

Employees in the bargaining unit shall be eligible for membership in the County Vision Care Plan. The premium costs shall be paid by the County.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 1 - PURPOSES

It is the intent of the Employer and the Union that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in later grievance proceedings.

SECTION 2 - DEFINITIONS

- A. A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "employee" is any person in the unit covered by this agreement.
- C. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted and the Union.
- D. A "day" as used here shall be deemed to mean a work day.

SECTION 3 - SUBMISSION OF GRIEVANCE

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Each grievance shall be submitted in writing on a form approved by the Employer

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and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

C. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew of or should have known of the events or conditions on which it is based.

D. a. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.

b. The Union may submit any class grievance. The grievance shall be submitted to the Employer.

SECTION 4 - GRIEVANCE PROCEDURE

A. The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response, or if no response is received within seven (7) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Sheriff or his designee no later than seven (7) days thereafter.

B. The Sheriff or his designee shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than ten (10) days after it is received by him. If the aggrieved party is not satisfied with the response, or if no response is received within the ten (10) days period, the aggrieved party may submit a copy of the grievance to the Chairman of the Board of Supervisors no later than seven (7) days thereafter.

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C. The Chairman of the Board of Supervisors or his designee shall, within ten (10) days after receipt of the grievance provide the aggrieved party with a statement of the County's position on the matter.

D. In the event the Union is not satisfied with the statement of the Employer with respect to the grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to the arbitration by requesting that the Public Employment Relations Board propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Chairman of the Board of Supervisors or the President of the Union.

SECTION 5 - ARBITRATION

A. An arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Board.

B. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted and be binding on both parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

C. The cost for the services of the arbitrator will be borne equally by the Employer and the Union.

D. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this Agreement.

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ARTICLE IX

EMPLOYEE DISCIPLINE

A. Employees in the bargaining unit who have attained permanent status, shall not be discharged or otherwise disciplined except as provided herein.

B. Prior to taking formal disciplinary action, the employee shall be notified by the Sheriff that discipline is contemplated. A meeting will be held between the Sheriff or designee and the employee to discuss and attempt to resolve the discipline.

If the matter cannot be resolved and if the Sheriff elects to proceed with formal discipline, a Notice of Discipline shall be served upon the employee, which shall specify the acts for which discipline is being imposed, and the penalty.

C. If the employee disagrees with the imposition of discipline and/or the penalty, the employee or Union may submit a Demand for Arbitration as provided in Article IX, Section 5 of the collective bargaining agreement. The grievance must be submitted within fourteen (14) calendar days of receipt of the Notice of Discipline. Failure to submit the grievance within the required fourteen (14) calendar days will constitute an acceptance of the imposed discipline and penalty and the matter will be deemed settled in its entirety.

After service of the Notice of Discipline, and upon request of the Union, the Sheriff shall meet with the Union to discuss the Notice of Discipline.

D. Nothing contained herein shall prevent the Sheriff from suspending an employee prior to the service of the Notice of Discipline and the imposition of the disciplinary penalty provided that the notice of discipline is served within five (5) working days of such suspension.

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ARTICLE X

RECIPROCAL RIGHTS

SECTION 1 - REPRESENTATIVE RIGHTS

The employer recognizes the right of the employees to designate representatives of the Union to appeal on their behalf, to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and to visit employees during working hours for the foregoing purposes. Such visits shall be with the prior approval of the Sheriff or his designee. Such employee representatives shall also be permitted to appear at public hearings before the Board of Supervisors.

SECTION 2 - EMPLOYEE RIGHTS IN INTERROGATION

Employee Rights and Interrogation. The following rules are hereby adopted for the questioning of members of the Union for the purposes of internal administrative investigations:

- a. The interrogation of a member of the Sheriff's Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.
- b. The interrogation shall take place at a location designated by the Sheriff - ordinarily at Sheriff's office or a location having a reasonable relationship to the incident alleged.
- c. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.
- d. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are

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reasonably necessary.

e. All members of the Department shall be obligated to answer any questions put to them which are specifically, directly and narrowly related to their employment, provided all of their constitutional, legal and contractual rights are protected.

f. The member of the Department shall not be subjected to the use of offensive language by the investigating officer, nor shall he/she be threatened with transfer or disciplinary action unless he/she refused to answer proper questions. The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the character of the discipline the Department intends to impose, nor from advising the member that if he/she refuses to answer proper questions, as above, he/she may be subject to additional charges.

g. This will not preclude the Sheriff's authority to suspend in accordance with the collective bargaining agreement.

h. If a member of the Department is under arrest or is likely to be or, if he/she is the suspect in or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

i. No complaints or reports shall be entered in a member's file unless he/she is supplied with a copy of it.

j. If a hearing is held on any complaint or report against a member, and if the charges are dismissed as a result of such hearing, the documents concerning such complaint or report shall be removed from the members' file.

k. If, as a result of departmental action, a member should receive official documented warnings, admonishments or other disciplinary action that may be detrimental to the member, that

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member shall be afforded the opportunity of responding in writing to such charges and such response shall be made part of the member's file.

I. In the event the Employer seeks to interview a member regarding a matter which may result in disciplinary penalty of suspension or termination, the member shall be afforded the opportunity, should he so request, to consult with his Union representative before being questioned. Under said circumstances, the Union representative may be present during the interview of the member. In all circumstances, the member is entitled to all rights secured by the New York State and the United States Constitution and by law.

SECTION 3 - NON-DISCRIMINATORY CLAUSE

The Employer and Union shall so administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, membership or non-membership in the Union.

SECTION 4 - BULLETIN BOARD RIGHTS

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer subject to the approval of the contents of such notice and communications by the Employer. The Officers and Agents of Union shall have the right to visit employee's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

SECTION 5 - FREE TIME FOR GRIEVANCE

A. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations

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have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of government subject to the approval of the Sheriff or his designee in his absence.

B. At the beginning of each calendar year the Union shall submit to the Sheriff a listing of those employees aforementioned.

SECTION 6 - UNION BUSINESS

There shall be an aggregate total of twenty five (25) days of leave per year to be distributed among bargaining unit members, duly elected or appointed delegates to attend Union functions.

SECTION 7 - COPIES OF CONTRACT

The Employer shall supply a copy of this agreement to each employee.

SECTION 8 - PHYSICAL EXAMINATION

Each bargaining unit member shall receive a physical examination each year as scheduled by the Department by a doctor designated by the Department at no cost to unit members.

SECTION 9 - OUTSIDE EMPLOYMENT

Unit members who hold law enforcement positions with other agencies and jurisdictions do so on their own volition and when so working are not acting within the scope of their employment with the Columbia County Sheriff's Department and the County is not liable for their conduct when so employed.

ARTICLE XI

WORK CONDITIONS

SECTION 1 - REDUCTION IN FORCE

The County agrees that in the event there is a reduction of force among bargaining unit

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employees, the provisions of the Civil Service Law (as applied to civil divisions) will be controlling with the following emphasis and/or expansion of said law or major concern to the parties:

A. Road and Communication Officers of the Columbia County Sheriff's Department cannot "bump" Correction Officers. Rights of displacement (bumping) of less senior employees are confined to the County department to which the laid-off employee is permanently assigned.

Bumping as referred to above will be accomplished in the following descending order
1) Assistant Chief Corrections Officer/Lieutenant, 2) Sergeant, 3) Corporal, 4) Corrections Officers.

B. Rights of displacement ("bumping") are confined to those jobs considered next lower in titles in a direct line or promotion.

SECTION 2 - UNIFORMS

A. Initial Issue

Initial issue of uniforms will be furnished to the employees by the Employer. During an employee's first year of employment, an employee shall receive one-half of the allowance provided in Article X, Section 2(B). A list of clothing provided under this uniform first issue clause is attached as Appendix B.

B. Uniform Replacement and Cleaning Allowance

Corrections Officers and food service personnel shall receive an allowance for replacement and cleaning of uniforms in the amount of \$900.00 in each year of the contract. All allowances shall be paid quarterly, on the 1st of April, 1st of July, 1st of October and on the 1st of January, upon completion of three months work.

SECTION 3 - OVERTIME ASSIGNMENTS

A. Only full-time scheduled 40 hour per week Corrections Officers will be utilized to

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work in place of personnel certified as Corrections Officers who are on sick time, personal time, or vacation time.

B. Overtime shall first be offered to full-time personnel. Only if no full-time personnel are willing to accept such offer may the Sheriff offer overtime to part-timers with the exception of emergencies.

C. Overtime shall first be assigned to off-duty personnel on a rotation basis, said rotation beginning with the most senior employees. If no off-duty personnel are willing to accept such offer, overtime shall then be assigned to on-duty personnel and shall be initially offered to the on-duty employees, starting with the most senior employee. If no senior employees are willing to accept overtime, the least senior employee shall work the overtime.

SECTION 4 - MEAL ALLOWANCE

Effective upon the signing of this Agreement, the meal allowance for out of county transports and hospital transports shall be \$6.00 per meal.

Employees shall not receive meal allowance. The practice of providing meals at the Jail shall continue. If food is not available, employees shall receive \$3 per shift.

SECTION 5 - DEFINITION OF FULL-TIME EMPLOYEE

Pursuant to the local Civil Service Commission Rule employment in the Sheriff's Department shall be considered full-time when a person works over 50% of the time allotted for a regular week in said department.

If the local Civil Service Rule is amended, this provision will change in accordance with said amended rule.

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SECTION 6 - SAFE WORKING CONDITIONS

(a) The employer shall provide safe working conditions for the protection of employee well being. The employer and the union remain committed to a cooperative effort to provide safe working conditions for employees.

(b) Any matters pertaining to safety standards and conditions may be discussed in labor/management committee.

(c) The parties recognize that in the course of their employment, employees provide various services to wards of the County with chronic illnesses and infectious diseases, including HIV, and may be exposed to such illnesses and diseases. For employees who are likely to have more than casual contact with wards of the County that may be infectious, the employer must allow employees to take universal precautions when they may come in contact with said wards.

(d) As soon as practicable after signing this agreement, the parties commit to meet to establish guidelines which address the affects of infectious disease among wards of the County upon employees. Considerations shall include the issues of confidentiality, employee notification and education, use of precautions and agency policies, consistent with applicable law.

(e) Grievances alleging failure to comply with this article shall be processed pursuant to Article VIII.

SECTION 7 - PART-TIME CORRECTION OFFICERS

The parties agree that the County may hire fourteen (14) part-time Correction Officers with a minimum of four (4) part-time female Correction Officers who shall not be members of the bargaining unit.

ARTICLE XII

DUE PROCESS HEARING

Where, because of statutory mandate or judicially imposed mandate, the employer is required to hold a due process hearing, the procedure utilized by the employer shall be as follows:

The employer may employ a hearing officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. The award may be appealed by the employer or the employee pursuant to Article 78 of the Civil Practice Law and Rules. Such hearing officer may be a County employee, provided such employee is unrelated to the case.

This article shall not apply to administrative matters including, but not limited to, grievances and arbitrations.

ARTICLE XIII

AMERICANS WITH DISABILITIES ACT COMPLIANCE

With respect to compliance by the employer with the provisions of the Americans With Disabilities Act (the "Act"), in regulations issued pursuant to the Act, the Union agrees that it shall have the same obligations as the employer with respect to reasonable accommodation. With respect to the employer's attempt to a reasonable accommodation in accordance with the provisions of the Act, and regulations issued pursuant to the Act, the Union shall have an affirmative obligation to assist the employer achieving any such accommodation.

ARTICLE XIV

FMLA POLICY

Family and medical leave shall be granted to an eligible employee to a total of twelve work weeks of leave during any twelve month period for the following:

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A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

B. Because of the placement of a son or daughter with the employee for adoption or foster care;

C. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;

D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;

An eligible employee is one who has worked at least 1,250 hours during the previous 12 months for the employer.

An employee entitled to leave under this policy may be required to use accrued vacation, personal leave, or, for leave granted under paragraphs C or D, sick leave, for any part of a 12 week period of leave granted pursuant to this policy.

The County shall maintain coverage for health and dental insurance to an employee on leave pursuant to this section for the duration of the twelve week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The County may, to the extent permitted by this Collective Bargaining Agreement, recover premiums that it has paid for the maintenance of health insurance coverage if the employee fails to return from leave granted pursuant to this policy, unless such failure to return results from the conditions necessitating the leave or such failure to return is beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or

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the employee under the provisions of the family and medical leave act.

ARTICLE XV

PROCEDURE FOR THE ADMINISTRATION OF 207-C OF THE GENERAL MUNICIPAL LAW FOR THE COUNTY OF COLUMBIA

Section 1. INTENT

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

b. This procedure is not intended to reduce any benefit provided by Section 207-c.

c. The term "officer", as used herein, shall include all correction officers of the Columbia County Sheriff's Department.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

a. An officer who claims a right to benefits under Section 207-c of the General Municipal Law either because of a new illness or injury, or the recurrence of a prior illness or injury, shall give written notice for those benefits. In the case an alleged injury incurred in the performance of duty, the officer will provide said notice within seventy two (72) hours of the injury; in the case of an alleged illness incurred in the performance of duty, the officer shall provide notice within five (5) working days of when the officer knew or should have known the illness was incurred in the performance of duty. Notice shall be provided on the Application form (sample attached to this Agreement). In the event that the officer is not able to give such notice, it may be given on his

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behalf by another person. In the event of a recurrence, the officer shall detail which injury or illness gave rise to the recurrence and provide the date of the initial injury or illness. Further, the officer shall provide verifying medical report(s) detailing the recurrence.

b. The officer shall provide written authorization in the form of a medical release (copy attached) for the County to obtain copies of the officer's medical records from the officer's treating physician or other health care provider relevant to the 207-c claim for benefits. Any physician or expert who examines the officer on behalf of the County will simultaneously mail any reports generated as a result of the examination to the County and the employee. The County will provide the officer, without cost, a copy of the records and reports produced by any physicians or other experts who examine the officer on behalf of the County within five (5) calendar days of receipt thereof. **The County agrees to maintain the confidentiality of all medical records and to maintain such records separate and apart from the personnel file.**

Section 3. BENEFIT DETERMINATIONS

a. The County shall promptly review an officer's Notice for Section 207-c benefits and shall determine his eligibility within fifteen (15) working days after the Sheriff receives the Notice.

b. Any statements taken by the County from witnesses shall be forwarded to the employee within two (2) working days of obtaining the statement. The County may send the officer to a physician or physicians of its choice for evaluation, at the County's expense.

c. On the date the determination is made, the County will provide a copy of the determination in writing to the officer and the Union, certified mail return receipt requested. In the event that the Notice for 207-c benefits is denied, the County will simultaneously provide the officer without cost, a copy of all information produced or acquired by it in any form in connection with the

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officer's Notice for 207-c benefits. The County will continue to provide the officer such other information subsequently produced or acquired.

Section 4. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

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

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

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

Section 5. ASSIGNMENT OF LIGHT DUTY

a. As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Sheriff or the Sheriff's designee, may assign a disabled officer specified light duties, consistent with his/her status as an officer and the procedures negotiated for the assignment of officers to light duty positions. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the officer receiving benefits under Section 207-c that his/her ability to perform a light duty function is being reviewed and will provide the officer, without cost, a copy of any records being considered by the County in its review. Such an officer may submit to the Sheriff,

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or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability.

The Sheriff, or the Sheriff's designee, may cause a medical examination of the officer by a physician or physicians selected by the County to be made at the expense of the County. The physician selected shall be provided with the list of types of duties and activities associated with proposed light duty and shall make an evaluation as to the ability of the disabled officer to perform those duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the officer's ability to perform proposed light duty and other pertinent information, the Sheriff or the Sheriff's designee may make a light duty assignment consistent with a medical opinion and the procedure for the assignment of light duty. In the event that the officer's treating physician or other health care provider disputes the officer's ability to perform specific light duty, the officer shall be maintained on Section 207-c benefits pending a determination under the dispute resolution provision of this procedure. If the officer's treating physician or other health care provider agrees that the officer can perform the specific light duty assignment, or if the result of the dispute resolution procedure is adverse to the officer, and the officer refuses to perform the specific light duty assignment, the officer's benefits under Section 207-c shall be discontinued for as long as the light duty assignment lasts and the officer is able to perform it.

Section 6. TERMINATION OF BENEFITS

Other than as provided in Sections 5 and 8 of this procedure, or in the event the officer is granted an Accidental Disability Retirement or Performance of Duty Disability Retirement pension as provided by General Municipal Law 207-c(2), the County will not discontinue Section 207-c benefits without the consent of the officer's treating physician or health care provider unless it obtains a determination under the dispute resolution procedure that benefits should be terminated.

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Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that the County denies an officer's Notice for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether an officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration under provisions of the collective bargaining agreement. Arbitrators will be selected from the PERB panel. The County shall have the burden of proof.

Section 8.

Consistent with Section 207-c the County may file an application on the officer's behalf for Accidental Disability Retirement and/or Performance of Duty Disability Retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick officer who shall refuse to permit a medical inspection by the New York State Retirement System in connection with such an application for Accidental or Performance of Duty Disability Retirement shall be deemed to have waived his/her rights under 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal. The officer may review an action taken by the County under this Section pursuant to the procedures detailed in Section 7, above.

Section 9.

While on leave pursuant to Section 207-c, an officer shall not accrue any contract benefits except for wages, applicable longevity increments and health insurance benefits. However, in the event that the officer is assigned to specific light duties (pursuant to Section 5, above), the officer will be entitled to all contractually negotiated benefits with respect to holiday, clothing, vacation and sick leave. Note that an officer who is granted 207-c leave will retain all benefits accrued prior to

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the injury or illness. In addition, when the officer returns to duty or is placed on light duty, the officer will once again begin to accrue and earn contractual fringe benefits (in full, or prorated, as the case may be).

ARTICLE XVI

MISCELLANEOUS PROVISIONS

SECTION 1:

Inmates suspected of having communicable diseases shall be processed in compliance with the procedures required by the State Commission on Corrections.

SECTION 2:

Physical examinations required by the employer shall be conducted by a physician selected by the Sheriff.

SECTION 3:

Staffing at the correctional facility shall comply with the requirements of the State Commission on Corrections.

SECTION 4:

A correction officer who leaves the jail for another position within the Sheriff's Department shall maintain his or her seniority for a period of 30 days. If he or she returns to the jail after the 30 day period, they will be least in seniority except for vacation and retirement purposes.

SECTION 5:

Selection of employees for overtime shall be on a rotating seniority basis. If employees are unavailable for overtime, the least senior employee on the shift shall work the overtime.

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ARTICLE XVII

COMPATIBILITY WITH LAW

SECTION 1 - PROHIBITION AGAINST STRIKES

The parties recognize that strikes and other forms of work stoppages by County employees are contrary to law and County policy. The Union and the employer subscribe to the principle that differences should be resolved by peaceful and approved means without interruption of County affairs. The Union affirms that it does not assert the right to strike against the Employer or to assist or participate in any such strike or to impose an obligation upon its members to conduct to participate in such a strike.

SECTION 2 - SEPARABILITY

This agreement shall be construed so as to be compatible with all federal, state and local laws and the invalidity of any provisions of this agreement by reason of any such existing law, shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties, but controlled by reason of the facts) renders any portion of this Agreement invalid, then all other sections shall remain in full force and effect as if such invalid portions thereof had not been included therein. In the event that the current laws are modified so as to permit greater Union security than presently permitted by law, the Employer and the Union will negotiate concerning possible amendments to this Agreement in accordance with such modified legislation.

SECTION 3 - NOTICES AS PROVIDED BY LAW

Notices as provided by Section 204-A of the Civil Service Law, as amended:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF

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THIS AGREEMENT REQUIRING LEGISLATIVE ACTION BY THE BOARD OF SUPERVISORS TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL SUCH APPROVAL HAS BEEN GIVEN."

ARTICLE XVIII

EMPLOYER'S RIGHTS

The Employer's entering into this agreement in no way, whether explicitly or implicitly, diminishes its relationship as Employer to its employees nor the employer's rights and employees' duties such relationship entails.

The Employer retains all of its rights including, but not limited to; the right to assign work as required, (including that which requires overtime); the right to supervise as required, and the right to discipline where necessary; subject to the provisions of this agreement, The Civil Service Law of the State of New York and any other federal, state or local laws, this agreement is executed in quadruplicate original.

The County shall not be required to continue to maintain federally funded programs. When such programs are terminated, the incumbent will be allowed to return to his original classification.

ARTICLE XIX

EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective on January 1, 2003, and shall terminate on the close of business on December 31, 2007, except as specifically mentioned herein.


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If agreement on a new contract has not been reached by the deadline date, the terms of this contract remain in effect while the negotiating process is on-going and until a new agreement is executed by the parties.

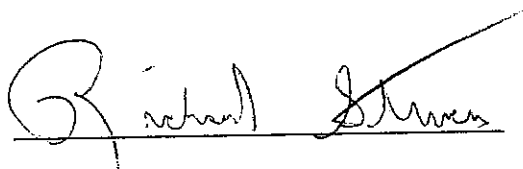
Dated the 3rd day of March, 2006

in the City of Hudson, New York

For the Union:

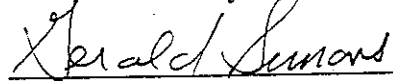


Union Chapter President



Richard Stevens


For the County:



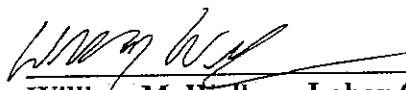
Chairman, Columbia County
Board of Supervisors



Sheriff, Columbia County



Chairman, Columbia County
Negotiating Committee



William M. Wallens, Labor Counsel

Date: 3/3/06

COLUMBIA COUNTY CORRECTIONS OFFICERS BENEVOLENT ASSOCIATION
APPENDIX "A" SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2002
3.50%

TITLE / LONGEVITY	2001 TOP SALARY	2002 TOP SALARY	2002 TOP LESS 25%	2002 TOP LESS 20%	2002 TOP LESS 15%	2002 TOP LESS 10%
CORRECTIONS OFFICER	32,980	34,134	25,601	27,307	29,014	30,721
<i>SERVICE 2- 4 YRS, \$610</i>		34,744	26,211	27,917	29,624	31,331
<i>SERVICE 5- 9 YRS, \$1050</i>		35,184	26,651	28,357	30,064	31,771
<i>SERVICE 10- 14 YRS, \$1500</i>		35,634	27,101	28,807	30,514	32,221
<i>SERVICE 15 - 19 YRS, \$1975</i>		36,109	27,576	29,282	30,989	32,696
<i>SERVICE 20+ YRS, \$2110</i>		36,244	27,711	29,417	31,124	32,831
CORPORAL & CORRECTIONS OFFICER ASSIGNED TO TRANSPORTATION - 5% RANK DIFFERENTIAL	34,614	35,841	26,881	28,673	30,465	32,257
<i>SERVICE 2- 4 YRS, \$610</i>		36,451	27,491	29,283	31,075	32,867
<i>SERVICE 5- 9 YRS, \$1050</i>		36,891	27,931	29,723	31,515	33,307
<i>SERVICE 10- 14 YRS, \$1500</i>		37,341	28,381	30,173	31,965	33,757
<i>SERVICE 15 - 19 YRS, \$1975</i>		37,816	28,856	30,648	32,440	34,232
<i>SERVICE 20+ YRS, \$2110</i>		37,951	28,991	30,783	32,575	34,367
SERGEANT CORRECTIONS OFFICER - 10% RANK DIFFERENTIAL	36,248	37,547	28,160	30,038	31,915	33,792
<i>SERVICE 2- 4 YRS, \$610</i>		38,157	28,770	30,648	32,525	34,402
<i>SERVICE 5- 9 YRS, \$1050</i>		38,597	29,210	31,088	32,965	34,842
<i>SERVICE 10- 14 YRS, \$1500</i>		39,047	29,660	31,538	33,415	35,292
<i>SERVICE 15 - 19 YRS, \$1975</i>		39,522	30,135	32,013	33,890	35,767
<i>SERVICE 20+ YRS, \$2110</i>		39,657	30,270	32,148	34,025	35,902

APPENDIX "A" SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2002

3.50%

TITLE / LONGEVITY	2001 TOP SALARY	2002 TOP SALARY	2002 TOP LESS 25%	2002 TOP LESS 20%	2002 TOP LESS 15%	2002 TOP LESS 10%
ASSISTANT CHIEF CORRECTIONS OFFICER/LIEUTENANT - 15% RANK DIFFERENTIAL	37,883	39,254	29,441	31,403	33,366	35,329
SERVICE 2- 4 YRS, \$610		39,864	30,051	32,013	33,976	35,939
SERVICE 5- 9 YRS, \$1050		40,304	30,491	32,453	34,416	36,379
SERVICE 10- 14 YRS, \$1500		40,754	30,941	32,903	34,866	36,829
SERVICE 15- 19 YRS, \$1975		41,229	31,416	33,378	35,341	37,304
SERVICE 20+ YRS, \$2110		41,364	31,551	33,513	35,476	37,439
BOOKKEEPER	29,833	30,877	23,158	24,702	26,245	27,789
SERVICE 2- 4 YRS, \$610		31,487	23,768	25,312	26,855	28,399
SERVICE 5- 9 YRS, \$1050		31,927	24,208	25,752	27,295	28,839
SERVICE 10- 14 YRS, \$1500		32,377	24,658	26,202	27,745	29,289
SERVICE 15- 19 YRS, \$1975		32,852	25,133	26,677	28,220	29,764
SERVICE 20+ YRS, \$2110		32,987	25,268	26,812	28,355	29,899
HEAD COOK	33,617	34,794	26,096	27,835	29,575	31,315
SERVICE 2- 4 YRS, \$610		35,404	26,706	28,445	30,185	31,925
SERVICE 5- 9 YRS, \$1050		35,844	27,146	28,885	30,625	32,365
SERVICE 10- 14 YRS, \$1500		36,294	27,596	29,335	31,075	32,815
SERVICE 15- 19 YRS, \$1975		36,769	28,071	29,810	31,550	33,290
SERVICE 20+ YRS, \$2110		36,904	28,206	29,945	31,685	33,425
COOK	30,908	31,990	23,993	25,592	27,192	28,791
SERVICE 2- 4 YRS, \$610		32,600	24,603	26,202	27,802	29,401
SERVICE 5- 9 YRS, \$1050		33,040	25,043	26,642	28,242	29,841
SERVICE 10- 14 YRS, \$1500		33,490	25,493	27,092	28,692	30,291
SERVICE 15- 19 YRS, \$1975		33,965	25,968	27,567	29,167	30,766

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COLUMBIA COUNTY CORRECTIONS OFFICERS BENEVOLENT ASSOCIATION
APPENDIX "A" SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2002

3

3.50%

TITLE / LONGEVITY	2001 TOP SALARY	2002 TOP SALARY	2002 TOP LESS 25%	2002 TOP LESS 20%	2002 TOP LESS 15%	2002 TOP LESS 10%
SERVICE 20+ YRS, \$2110		34,100	26,103	27,702	29,302	30,901

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SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2003
3% Increase on 2002 Top Salary

1

TITLE / LONGEVITY	2002 TOP SALARY	2003 TOP SALARY	2003 TOP LESS 25%	2003 TOP LESS 20%	2003 TOP LESS 15%	2003 TOP LESS 10%
CORRECTIONS OFFICER	34,134	35,158	26,369	28,126	29,884	31,642
<i>SERVICE 2- 4 YRS, \$610</i>		35,768	26,979	28,736	30,494	32,252
<i>SERVICE 5- 9 YRS, \$1050</i>		36,208	27,419	29,176	30,934	32,692
<i>SERVICE 10- 14 YRS, \$1500</i>		36,658	27,869	29,626	31,384	33,142
<i>SERVICE 15 - 19 YRS, \$1975</i>		37,133	28,344	30,101	31,859	33,617
<i>SERVICE 20+ YRS, \$2110</i>		37,268	28,479	30,236	31,994	33,752
CORPORAL & CORRECTIONS OFFICER ASSIGNED TO TRANSPORTATION - 5% RANK DIFFERENTIAL	35,841	36,916	27,687	29,533	31,379	33,224
<i>SERVICE 2- 4 YRS, \$610</i>		37,526	28,297	30,143	31,989	33,834
<i>SERVICE 5- 9 YRS, \$1050</i>		37,966	28,737	30,583	32,429	34,274
<i>SERVICE 10- 14 YRS, \$1500</i>		38,416	29,187	31,033	32,879	34,724
<i>SERVICE 15 - 19 YRS, \$1975</i>		38,891	29,662	31,508	33,354	35,199
<i>SERVICE 20+ YRS, \$2110</i>		39,026	29,797	31,643	33,489	35,334
SERGEANT CORRECTIONS OFFICER - 10% RANK DIFFERENTIAL	37,547	38,674	29,006	30,939	32,873	34,807
<i>SERVICE 2- 4 YRS, \$610</i>		39,284	29,616	31,549	33,483	35,417
<i>SERVICE 5- 9 YRS, \$1050</i>		39,724	30,056	31,989	33,923	35,857
<i>SERVICE 10- 14 YRS, \$1500</i>		40,174	30,506	32,439	34,373	36,307
<i>SERVICE 15 - 19 YRS, \$1975</i>		40,649	30,981	32,914	34,848	36,782
<i>SERVICE 20+ YRS, \$2110</i>		40,784	31,116	33,049	34,983	36,917

SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2003
3% Increase on 2002 Top Salary

TITLE / LONGEVITY	2002 TOP SALARY	2003 TOP SALARY	2003 TOP LESS 25%	2003 TOP LESS 20%	2003 TOP LESS 15%	2003 TOP LESS 10%
ASSISTANT CHIEF CORRECTIONS OFFICER/LIEUTENANT - 15% RANK DIFFERENTIAL	39,254	40,432	30,324	32,346	34,367	36,389
<i>SERVICE 2- 4 YRS, \$610</i>		41,042	30,934	32,956	34,977	36,999
<i>SERVICE 5- 9 YRS, \$1050</i>		41,482	31,374	33,396	35,417	37,439
<i>SERVICE 10- 14 YRS, \$1500</i>		41,932	31,824	33,846	35,867	37,889
<i>SERVICE 15 - 19 YRS, \$1975</i>		42,407	32,299	34,321	36,342	38,364
<i>SERVICE 20+ YRS, \$2110</i>		42,542	32,434	34,456	36,477	38,499
BOOKKEEPER	30,877	31,803	23,852	25,442	27,033	28,623
<i>SERVICE 2- 4 YRS, \$610</i>		32,413	24,462	26,052	27,643	29,233
<i>SERVICE 5- 9 YRS, \$1050</i>		32,853	24,902	26,492	28,083	29,673
<i>SERVICE 10- 14 YRS, \$1500</i>		33,303	25,352	26,942	28,533	30,123
<i>SERVICE 15 - 19 YRS, \$1975</i>		33,778	25,827	27,417	29,008	30,598
<i>SERVICE 20+ YRS, \$2110</i>		33,913	25,962	27,552	29,143	30,733
FOOD SERVICE MANAGER	34,794	35,838	26,879	28,670	30,462	32,254
<i>SERVICE 2- 4 YRS, \$610</i>		36,448	27,489	29,280	31,072	32,864
<i>SERVICE 5- 9 YRS, \$1050</i>		36,888	27,929	29,720	31,512	33,304
<i>SERVICE 10- 14 YRS, \$1500</i>		37,338	28,379	30,170	31,962	33,754
<i>SERVICE 15 - 19 YRS, \$1975</i>		37,813	28,854	30,645	32,437	34,229
<i>SERVICE 20+ YRS, \$2110</i>		37,948	28,989	30,780	32,572	34,364
COOK	31,990	32,950	24,713	26,360	28,008	29,655
<i>SERVICE 2- 4 YRS, \$610</i>		33,560	25,323	26,970	28,618	30,265
<i>SERVICE 5- 9 YRS, \$1050</i>		34,000	25,763	27,410	29,058	30,705
<i>SERVICE 10- 14 YRS, \$1500</i>		34,450	26,213	27,860	29,508	31,155
<i>SERVICE 15 - 19 YRS, \$1975</i>		34,925	26,688	28,335	29,983	31,630
<i>SERVICE 20+ YRS, \$2110</i>		35,060	26,823	28,470	30,118	31,765

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SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2004
3% Increase on 2003 Top Salary

TITLE / LONGEVITY	2003 TOP SALARY	2004 TOP SALARY	2004 TOP LESS 25%	2004 TOP LESS 20%	2004 TOP LESS 15%	2004 TOP LESS 10%
CORRECTIONS OFFICER	35,158	36,213	27,160	28,970	30,781	32,592
SERVICE 2- 4 YRS, \$610		36,823	27,770	29,580	31,391	33,202
SERVICE 5- 9 YRS, \$1050		37,263	28,210	30,020	31,831	33,642
SERVICE 10- 14 YRS, \$1500		37,713	28,660	30,470	32,281	34,092
SERVICE 15- 19 YRS, \$1975		38,188	29,135	30,945	32,756	34,567
SERVICE 20+ YRS, \$2110		38,323	29,270	31,080	32,891	34,702
CORPORAL & CORRECTIONS OFFICER ASSIGNED TO TRANSPORTATION - 5% RANK DIFFERENTIAL	36,916	38,024	28,518	30,419	32,320	34,222
SERVICE 2- 4 YRS, \$610		38,634	29,128	31,029	32,930	34,832
SERVICE 5- 9 YRS, \$1050		39,074	29,568	31,469	33,370	35,272
SERVICE 10- 14 YRS, \$1500		39,524	30,018	31,919	33,820	35,722
SERVICE 15- 19 YRS, \$1975		39,999	30,493	32,394	34,295	36,197
SERVICE 20+ YRS, \$2110		40,134	30,628	32,529	34,430	36,332
SERGEANT CORRECTIONS OFFICER - 10% RANK DIFFERENTIAL	38,674	39,834	29,876	31,867	33,859	35,851
SERVICE 2- 4 YRS, \$610		40,444	30,486	32,477	34,469	36,461
SERVICE 5- 9 YRS, \$1050		40,884	30,926	32,917	34,909	36,901
SERVICE 10- 14 YRS, \$1500		41,334	31,376	33,367	35,359	37,351
SERVICE 15- 19 YRS, \$1975		41,809	31,851	33,842	35,834	37,826
SERVICE 20+ YRS, \$2110		41,944	31,986	33,977	35,969	37,961

SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2004
3% Increase on 2003 Top Salary

TITLE / LONGEVITY	2003 TOP SALARY	2004 TOP SALARY	2004 TOP LESS 25%	2004 TOP LESS 20%	2004 TOP LESS 15%	2004 TOP LESS 10%
ASSISTANT CHIEF CORRECTIONS OFFICER/LIEUTENANT - 15% RANK DIFFERENTIAL	40,432	41,645	31,234	33,316	35,398	37,481
SERVICE 2- 4 YRS, \$610		42,255	31,844	33,926	36,008	38,091
SERVICE 5- 9 YRS, \$1050		42,695	32,284	34,366	36,448	38,531
SERVICE 10- 14 YRS, \$1500		43,145	32,734	34,816	36,898	38,981
SERVICE 15 - 19 YRS, \$1975		43,620	33,209	35,291	37,373	39,456
SERVICE 20+ YRS, \$2110		43,755	33,344	35,426	37,508	39,591
BOOKKEEPER	31,803	32,757	24,568	26,206	27,843	29,481
SERVICE 2- 4 YRS, \$610		33,367	25,178	26,816	28,453	30,091
SERVICE 5- 9 YRS, \$1050		33,807	25,618	27,256	28,893	30,531
SERVICE 10- 14 YRS, \$1500		34,257	26,068	27,706	29,343	30,981
SERVICE 15 - 19 YRS, \$1975		34,732	26,543	28,181	29,818	31,456
SERVICE 20+ YRS, \$2110		34,867	26,678	28,316	29,953	31,591
FOOD SERVICE MANAGER	35,838	36,913	27,685	29,530	31,376	33,222
SERVICE 2- 4 YRS, \$610		37,523	28,295	30,140	31,986	33,832
SERVICE 5- 9 YRS, \$1050		37,963	28,735	30,580	32,426	34,272
SERVICE 10- 14 YRS, \$1500		38,413	29,185	31,030	32,876	34,722
SERVICE 15 - 19 YRS, \$1975		38,888	29,660	31,505	33,351	35,197
SERVICE 20+ YRS, \$2110		39,023	29,795	31,640	33,486	35,332
COOK	32,950	33,939	25,454	27,151	28,848	30,545
SERVICE 2- 4 YRS, \$610		34,549	26,064	27,761	29,458	31,155
SERVICE 5- 9 YRS, \$1050		34,989	26,504	28,201	29,898	31,595
SERVICE 10- 14 YRS, \$1500		35,439	26,954	28,651	30,348	32,045
SERVICE 15 - 19 YRS, \$1975		35,914	27,429	29,126	30,823	32,520
SERVICE 20+ YRS, \$2110		36,049	27,564	29,261	30,958	32,655

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SALARY SCHEDULE EFFECTIVE JANUARY 1, 2005
3% Increase plus \$1000 on Officer's 2004 Top Salary
3% Increase on Civilian's 2004 Top Salary

1

TITLE / LONGEVITY	2004 TOP SALARY	2005 TOP SALARY	2005 TOP LESS 25%	2005 TOP LESS 20%	2005 TOP LESS 15%	2005 TOP LESS 10%	2005 TOP LESS 5%
CORRECTIONS OFFICER	36,213	38,299	28,724	30,639	32,554	34,469	36,384
SERVICE 2- 4 YRS, \$610		38,909	29,334	31,249	33,164	35,079	36,994
SERVICE 5- 9 YRS, \$1050		39,349	29,774	31,689	33,604	35,519	37,434
SERVICE 10- 14 YRS, \$1500		39,799	30,224	32,139	34,054	35,969	37,884
SERVICE 15 - 19 YRS, \$1975		40,274	30,699	32,614	34,529	36,444	38,359
SERVICE 20+ YRS, \$2110		40,409	30,834	32,749	34,664	36,579	38,494
CORPORAL & CORRECTIONS OFFICER ASSIGNED TO TRANSPORTATION - 5% RANK DIFFERENTIAL	38,024	40,214	30,161	32,171	34,182	36,193	38,203
SERVICE 2- 4 YRS, \$610		40,824	30,771	32,781	34,792	36,803	38,813
SERVICE 5- 9 YRS, \$1050		41,264	31,211	33,221	35,232	37,243	39,253
SERVICE 10- 14 YRS, \$1500		41,714	31,661	33,671	35,682	37,693	39,703
SERVICE 15 - 19 YRS, \$1975		42,189	32,136	34,146	36,157	38,168	40,178
SERVICE 20+ YRS, \$2110		42,324	32,271	34,281	36,292	38,303	40,313
SERGEANT CORRECTIONS OFFICER - 10% RANK DIFFERENTIAL	39,834	42,129	31,597	33,703	35,810	37,916	40,023
SERVICE 2- 4 YRS, \$610		42,739	32,207	34,313	36,420	38,526	40,633
SERVICE 5- 9 YRS, \$1050		43,179	32,647	34,753	36,860	38,966	41,073
SERVICE 10- 14 YRS, \$1500		43,629	33,097	35,203	37,310	39,416	41,523
SERVICE 15 - 19 YRS, \$1975		44,104	33,572	35,678	37,785	39,891	41,998
SERVICE 20+ YRS, \$2110		44,239	33,707	35,813	37,920	40,026	42,133
ASSISTANT CHIEF CORRECTIONS OFFICER/LIEUTENANT - 15% RANK DIFFERENTIAL	41,645	44,044	33,033	35,235	37,437	39,640	41,842
SERVICE 2- 4 YRS, \$610		44,654	33,643	35,845	38,047	40,250	42,452
SERVICE 5- 9 YRS, \$1050		45,094	34,083	36,285	38,487	40,690	42,892
SERVICE 10- 14 YRS, \$1500		45,544	34,533	36,735	38,937	41,140	43,342
SERVICE 15 - 19 YRS, \$1975		46,019	35,008	37,210	39,412	41,615	43,817
SERVICE 20+ YRS, \$2110		46,154	35,143	37,345	39,547	41,750	43,952

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SALARY SCHEDULE EFFECTIVE JANUARY 1, 2005
 3% Increase plus \$1000 on Officer's 2004 Top Salary
 3% Increase on Civilian's 2004 Top Salary

2

TITLE / LONGEVITY	2004 TOP SALARY	2005 TOP SALARY	2005 TOP LESS 25%	2005 TOP LESS 20%	2005 TOP LESS 15%	2005 TOP LESS 10%	2005 TOP LESS 5%
BOOKKEEPER	32,757	33,740	25,305	26,992	28,679	30,366	32,053
SERVICE 2- 4 YRS, \$610		34,350	25,915	27,602	29,289	30,976	32,663
SERVICE 5- 9 YRS, \$1050		34,790	26,355	28,042	29,729	31,416	33,103
SERVICE 10- 14 YRS, \$1500		35,240	26,805	28,492	30,179	31,866	33,553
SERVICE 15 - 19 YRS, \$1975		35,715	27,280	28,967	30,654	32,341	34,028
SERVICE 20+ YRS, \$2110		35,850	27,415	29,102	30,789	32,476	34,163
FOOD SERVICE MANAGER	36,913	38,020	28,515	30,416	32,317	34,218	36,119
SERVICE 2- 4 YRS, \$610		38,630	29,125	31,026	32,927	34,828	36,729
SERVICE 5- 9 YRS, \$1050		39,070	29,565	31,466	33,367	35,268	37,169
SERVICE 10- 14 YRS, \$1500		39,520	30,015	31,916	33,817	35,718	37,619
SERVICE 15 - 19 YRS, \$1975		39,995	30,490	32,391	34,292	36,193	38,094
SERVICE 20+ YRS, \$2110		40,130	30,625	32,526	34,427	36,328	38,229
COOK	33,939	34,957	26,218	27,966	29,713	31,461	33,209
SERVICE 2- 4 YRS, \$610		35,567	26,828	28,576	30,323	32,071	33,819
SERVICE 5- 9 YRS, \$1050		36,007	27,268	29,016	30,763	32,511	34,259
SERVICE 10- 14 YRS, \$1500		36,457	27,718	29,466	31,213	32,961	34,709
SERVICE 15 - 19 YRS, \$1975		36,932	28,193	29,941	31,688	33,436	35,184
SERVICE 20+ YRS, \$2110		37,067	28,328	30,076	31,823	33,571	35,319

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SALARY SCHEDULE
EFFECTIVE JUNE 25, 2005, PAYROLL #15
3% Increase plus \$1000 on Officer's 2004 Top Salary
3% Increase on Civilian's 2004 Top Salary
Increase Longevity to \$3500 For 15+ Years of Service

1

TITLE / LONGEVITY	2004 TOP SALARY	2005 TOP SALARY	2005 TOP LESS 25%	2005 TOP LESS 20%	2005 TOP LESS 15%	2005 TOP LESS 10%	2005 TOP LESS 5%
CORRECTIONS OFFICER	36,213	38,299	28,724	30,639	32,554	34,469	36,384
SERVICE 2- 4 YRS, \$610		38,909	29,334	31,249	33,164	35,079	36,994
SERVICE 5- 9 YRS, \$1050		39,349	29,774	31,689	33,604	35,519	37,434
SERVICE 10- 14 YRS, \$1500		39,799	30,224	32,139	34,054	35,969	37,884
SERVICE 15+ YRS, \$3500		41,799	32,224	34,139	36,054	37,969	39,884
CORPORAL & CORRECTIONS OFFICER ASSIGNED TO TRANSPORTATION - 5% RANK DIFFERENTIAL	38,024	40,214	30,161	32,171	34,182	36,193	38,203
SERVICE 2- 4 YRS, \$610		40,824	30,771	32,781	34,792	36,803	38,813
SERVICE 5- 9 YRS, \$1050		41,264	31,211	33,221	35,232	37,243	39,253
SERVICE 10- 14 YRS, \$1500		41,714	31,661	33,671	35,682	37,693	39,703
SERVICE 15+ YRS, \$3500		43,714	33,661	35,671	37,682	39,693	41,703
SERGEANT CORRECTIONS OFFICER - 10% RANK DIFFERENTIAL	39,834	42,129	31,597	33,703	35,810	37,916	40,023
SERVICE 2- 4 YRS, \$610		42,739	32,207	34,313	36,420	38,526	40,633
SERVICE 5- 9 YRS, \$1050		43,179	32,647	34,753	36,860	38,966	41,073
SERVICE 10- 14 YRS, \$1500		43,629	33,097	35,203	37,310	39,416	41,523
SERVICE 15+ YRS, \$3500		45,629	35,097	37,203	39,310	41,416	43,523
ASSISTANT CHIEF CORRECTIONS OFFICER/LIEUTENANT - 15% RANK DIFFERENTIAL	41,645	44,044	33,033	35,235	37,437	39,640	41,842
SERVICE 2- 4 YRS, \$610		44,654	33,643	35,845	38,047	40,250	42,452
SERVICE 5- 9 YRS, \$1050		45,094	34,083	36,285	38,487	40,690	42,892
SERVICE 10- 14 YRS, \$1500		45,544	34,533	36,735	38,937	41,140	43,342
SERVICE 15+ YRS, \$3500		47,544	36,533	38,735	40,937	43,140	45,342

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SALARY SCHEDULE
EFFECTIVE JUNE 25, 2005, PAYROLL #15
3% Increase plus \$1000 on Officer's 2004 Top Salary
3% Increase on Civilian's 2004 Top Salary
Increase Longevity to \$3500 For 15+ Years of Service

TITLE / LONGEVITY	2004 TOP SALARY	2005 TOP SALARY	2005 TOP LESS 25%	2005 TOP LESS 20%	2005 TOP LESS 15%	2005 TOP LESS 10%	2005 TOP LESS 5%
BOOKKEEPER	32,757	33,740	25,305	26,992	28,679	30,366	32,053
SERVICE 2- 4 YRS, \$610		34,350	25,915	27,602	29,289	30,976	32,663
SERVICE 5- 9 YRS, \$1050		34,790	26,355	28,042	29,729	31,416	33,103
SERVICE 10- 14 YRS, \$1500		35,240	26,805	28,492	30,179	31,866	33,553
SERVICE 15+ YRS, \$3500		37,240	28,805	30,492	32,179	33,866	35,553
FOOD SERVICE MANAGER	36,913	38,020	28,515	30,416	32,317	34,218	36,119
SERVICE 2- 4 YRS, \$610		38,630	29,125	31,026	32,927	34,828	36,729
SERVICE 5- 9 YRS, \$1050		39,070	29,565	31,466	33,367	35,268	37,169
SERVICE 10- 14 YRS, \$1500		39,520	30,015	31,916	33,817	35,718	37,619
SERVICE 15+ YRS, \$3500		41,520	32,015	33,916	35,817	37,718	39,619
COOK	33,939	34,957	26,218	27,966	29,713	31,461	33,209
SERVICE 2- 4 YRS, \$610		35,567	26,828	28,576	30,323	32,071	33,819
SERVICE 5- 9 YRS, \$1050		36,007	27,268	29,016	30,763	32,511	34,259
SERVICE 10- 14 YRS, \$1500		36,457	27,718	29,466	31,213	32,961	34,709
SERVICE 15+ YRS, \$3500		38,457	29,718	31,466	33,213	34,961	36,709

SCHEDULE
EFFECTIVE JANUARY 1, 2006
3% Increase on 2005 Top Salary

TITLE / LONGEVITY	2005 TOP SALARY	2006 TOP SALARY	2006 TOP LESS 25%	2006 TOP LESS 20%	2006 TOP LESS 15%	2006 TOP LESS 10%	2005 TOP LESS 5%
CORRECTIONS OFFICER	38,299	39,448	29,586	31,558	33,531	35,503	37,476
<i>SERVICE 2- 4 YRS, \$610</i>		40,058	30,196	32,168	34,141	36,113	38,086
<i>SERVICE 5- 9 YRS, \$1050</i>		40,498	30,636	32,608	34,581	36,553	38,526
<i>SERVICE 10- 14 YRS, \$1500</i>		40,948	31,086	33,058	35,031	37,003	38,976
<i>SERVICE 15+ YRS, \$3500</i>		42,948	33,086	35,058	37,031	39,003	40,976
CORPORAL & CORRECTIONS OFFICER ASSIGNED TO TRANSPORTATION - 5% RANK DIFFERENTIAL	40,214	41,420	31,065	33,136	35,207	37,278	39,349
<i>SERVICE 2- 4 YRS, \$610</i>		42,030	31,675	33,746	35,817	37,888	39,959
<i>SERVICE 5- 9 YRS, \$1050</i>		42,470	32,115	34,186	36,257	38,328	40,399
<i>SERVICE 10- 14 YRS, \$1500</i>		42,920	32,565	34,636	36,707	38,778	40,849
<i>SERVICE 15+ YRS, \$3500</i>		44,920	34,565	36,636	38,707	40,778	42,849
SERGEANT CORRECTIONS OFFICER - 10% RANK DIFFERENTIAL	42,129	43,393	32,545	34,714	36,884	39,054	41,223
<i>SERVICE 2- 4 YRS, \$610</i>		44,003	33,155	35,324	37,494	39,664	41,833
<i>SERVICE 5- 9 YRS, \$1050</i>		44,443	33,595	35,764	37,934	40,104	42,273
<i>SERVICE 10- 14 YRS, \$1500</i>		44,893	34,045	36,214	38,384	40,554	42,723
<i>SERVICE 15+ YRS, \$3500</i>		46,893	36,045	38,214	40,384	42,554	44,723
ASSISTANT CHIEF CORRECTIONS OFFICER/LIEUTENANT - 15% RANK DIFFERENTIAL	44,044	45,365	34,024	36,292	38,560	40,829	43,097
<i>SERVICE 2- 4 YRS, \$610</i>		45,975	34,634	36,902	39,170	41,439	43,707
<i>SERVICE 5- 9 YRS, \$1050</i>		46,415	35,074	37,342	39,610	41,879	44,147
<i>SERVICE 10- 14 YRS, \$1500</i>		46,865	35,524	37,792	40,060	42,329	44,597
<i>SERVICE 15+ YRS, \$3500</i>		48,865	37,524	39,792	42,060	44,329	46,597

1/17/2005

SCHEDULE
EFFECTIVE JANUARY 1, 2006
3% Increase on 2005 Top Salary

2

TITLE / LONGEVITY	2005 TOP SALARY	2006 TOP SALARY	2006 TOP LESS 25%	2006 TOP LESS 20%	2006 TOP LESS 15%	2006 TOP LESS 10%	2005 TOP LESS 5%
BOOKKEEPER	33,740	34,752	26,064	27,802	29,539	31,277	33,014
SERVICE 2- 4 YRS, \$610		35,362	26,674	28,412	30,149	31,887	33,624
SERVICE 5- 9 YRS, \$1050		35,802	27,114	28,852	30,589	32,327	34,064
SERVICE 10- 14 YRS, \$1500		36,252	27,564	29,302	31,039	32,777	34,514
SERVICE 15+ YRS, \$3500		38,252	29,564	31,302	33,039	34,777	36,514
FOOD SERVICE MANAGER	38,020	39,161	29,371	31,329	33,287	35,245	37,203
SERVICE 2- 4 YRS, \$610		39,771	29,981	31,939	33,897	35,855	37,813
SERVICE 5- 9 YRS, \$1050		40,211	30,421	32,379	34,337	36,295	38,253
SERVICE 10- 14 YRS, \$1500		40,661	30,871	32,829	34,787	36,745	38,703
SERVICE 15+ YRS, \$3500		42,661	32,871	34,829	36,787	38,745	40,703
COOK	34,957	36,006	27,005	28,805	30,605	32,405	34,206
SERVICE 2- 4 YRS, \$610		36,616	27,615	29,415	31,215	33,015	34,816
SERVICE 5- 9 YRS, \$1050		37,056	28,055	29,855	31,655	33,455	35,256
SERVICE 10- 14 YRS, \$1500		37,506	28,505	30,305	32,105	33,905	35,706
SERVICE 15+ YRS, \$3500		39,506	30,505	32,305	34,105	35,905	37,706

1/17/2005

SCHEDULE
EFFECTIVE JANUARY 1, 2007
3.25% Increase on 2006 Top Salary

1

TITLE / LONGEVITY	2006 TOP SALARY	2007 TOP SALARY	2007 TOP LESS 25%	2007 TOP LESS 20%	2007 TOP LESS 15%	2007 TOP LESS 10%	2005 TOP LESS 5%
CORRECTIONS OFFICER	39,448	40,730	30,548	32,584	34,621	36,657	38,694
<i>SERVICE 2- 4 YRS, \$610</i>		41,340	31,158	33,194	35,231	37,267	39,304
<i>SERVICE 5- 9 YRS, \$1050</i>		41,780	31,598	33,634	35,671	37,707	39,744
<i>SERVICE 10- 14 YRS, \$1500</i>		42,230	32,048	34,084	36,121	38,157	40,194
<i>SERVICE 15+ YRS, \$3500</i>		44,230	34,048	36,084	38,121	40,157	42,194
CORPORAL & CORRECTIONS OFFICER ASSIGNED TO TRANSPORTATION - 5% RANK DIFFERENTIAL	41,420	42,767	32,075	34,214	36,352	38,490	40,629
<i>SERVICE 2- 4 YRS, \$610</i>		43,377	32,685	34,824	36,962	39,100	41,239
<i>SERVICE 5- 9 YRS, \$1050</i>		43,817	33,125	35,264	37,402	39,540	41,679
<i>SERVICE 10- 14 YRS, \$1500</i>		44,267	33,575	35,714	37,852	39,990	42,129
<i>SERVICE 15+ YRS, \$3500</i>		46,267	35,575	37,714	39,852	41,990	44,129
SERGEANT CORRECTIONS OFFICER - 10% RANK DIFFERENTIAL	43,393	44,803	33,602	35,842	38,083	40,323	42,563
<i>SERVICE 2- 4 YRS, \$610</i>		45,413	34,212	36,452	38,693	40,933	43,173
<i>SERVICE 5- 9 YRS, \$1050</i>		45,853	34,652	36,892	39,133	41,373	43,613
<i>SERVICE 10- 14 YRS, \$1500</i>		46,303	35,102	37,342	39,583	41,823	44,063
<i>SERVICE 15+ YRS, \$3500</i>		48,303	37,102	39,342	41,583	43,823	46,063
ASSISTANT CHIEF CORRECTIONS OFFICER/LIEUTENANT - 15% RANK DIFFERENTIAL	45,365	46,840	35,130	37,472	39,814	42,156	44,498
<i>SERVICE 2- 4 YRS, \$610</i>		47,450	35,740	38,082	40,424	42,766	45,108
<i>SERVICE 5- 9 YRS, \$1050</i>		47,890	36,180	38,522	40,864	43,206	45,548
<i>SERVICE 10- 14 YRS, \$1500</i>		48,340	36,630	38,972	41,314	43,656	45,998
<i>SERVICE 15+ YRS, \$3500</i>		50,340	38,630	40,972	43,314	45,656	47,998

1/17/2005

SCHEDULE
EFFECTIVE JANUARY 1, 2007
3.25% Increase on 2006 Top Salary

2

TITLE / LONGEVITY	2006 TOP SALARY	2007 TOP SALARY	2007 TOP LESS 25%	2007 TOP LESS 20%	2007 TOP LESS 15%	2007 TOP LESS 10%	2005 TOP LESS 5%
BOOKKEEPER	34,752	35,881	26,911	28,705	30,499	32,293	34,087
SERVICE 2- 4 YRS, \$610		36,491	27,521	29,315	31,109	32,903	34,697
SERVICE 5- 9 YRS, \$1050		36,931	27,961	29,755	31,549	33,343	35,137
SERVICE 10- 14 YRS, \$1500		37,381	28,411	30,205	31,999	33,793	35,587
SERVICE 15+ YRS, \$3500		39,381	30,411	32,205	33,999	35,793	37,587
FOOD SERVICE MANAGER	39,161	40,434	30,326	32,347	34,369	36,391	38,412
SERVICE 2- 4 YRS, \$610		41,044	30,936	32,957	34,979	37,001	39,022
SERVICE 5- 9 YRS, \$1050		41,484	31,376	33,397	35,419	37,441	39,462
SERVICE 10- 14 YRS, \$1500		41,934	31,826	33,847	35,869	37,891	39,912
SERVICE 15+ YRS, \$3500		43,934	33,826	35,847	37,869	39,891	41,912
COOK	36,006	37,176	27,882	29,741	31,600	33,458	35,317
SERVICE 2- 4 YRS, \$610		37,786	28,492	30,351	32,210	34,068	35,927
SERVICE 5- 9 YRS, \$1050		38,226	28,932	30,791	32,650	34,508	36,367
SERVICE 10- 14 YRS, \$1500		38,676	29,382	31,241	33,100	34,958	36,817
SERVICE 15+ YRS, \$3500		40,676	31,382	33,241	35,100	36,958	38,817

APPENDIX "B"

CORRECTIONS OFFICERS

3 Pair Work Trousers
3 Long Sleeve Work Shirts
3 Short Sleeve Work Shirts
1 Jacket (seasonal)
1 Pair Black Shoes
3 Pair Black Socks
1 Ball Cap
1 Garrison Belt

JAIL COOK

3 Pair White Pants
3 White Shirts
3 Cook Hats
3 Aprons

**COLUMBIA COUNTY
EMPLOYEE PERFORMANCE EVALUATION**

EMPLOYEE IDENTIFICATION

Employee's Name:		Department: Columbia County Sheriff's Office	
Job Title:		Job Grade:	
Date of Employment:		Date on Present Job:	
Rating Period From:		To:	
Type of Evaluation:	Annual - <input type="checkbox"/>	Probationary - <input type="checkbox"/>	2 Month - <input type="checkbox"/>
			4 Month - <input type="checkbox"/>
			6 Month - <input type="checkbox"/>
Recommendation:	Retain - <input type="checkbox"/>	Terminate - <input type="checkbox"/>	Extend Probation - <input type="checkbox"/>

SECTION I - PERFORMANCE APPRAISAL - Check the appropriate rating.

	Outstanding	Highly Effective	Effective	Needs Improvement	Unsatisfactory
JOB KNOWLEDGE: Evaluate overall knowledge of duties & responsibilities as required for current position:	Displays thorough knowledge of own and related work.	Well informed, familiar with most work details.	Has grasp of essentials and related factors.	May require some assistance to complete normal duties.	Inadequate knowledge of job, little desire to improve.
COMMENTS:					
PRODUCTIVITY: Evaluate amount of work generated and completed successfully as compared to amount of work expected for this job position:	Able to handle high volume of work with consistent levels of accomplishment.	Output is usually above average and exceeds expectations.	Work generated within prescribed standards.	Work occasionally below standards. Improvement potential exists.	Volume of work consistently below standards.
COMMENTS:					
WORK HABITS: Consider completeness and accuracy of work overall quality:	Exceptionally well organized. Excellent judgement in work priorities.	Work habits exceed normal standards. Can be depended upon to turn in a good job.	Capable of scheduling work and using time effectively with minimal supervision.	Requires frequent help of supervisor in organizing work.	Requires constant supervision and guidance.
COMMENTS:					

SECTION 1 - PERFORMANCE APPRAISAL (Continued)

	Outstanding	Highly Effective	Effective	Needs Improvement	Unsatisfactory
INITIATIVE/ RESOURCEFULNESS: Originates or develops consecutive ideas beyond the scope or responsibilities. Takes necessary steps to get things done:	Self-starter. Consistently exhibits high level of independence, originality and resourcefulness.	Usually finds ways and means of dealing with problems and emergencies.	Generally resourceful and uses initiative to complete normal tasks.	Occasionally requires supervisory action to complete normal tasks.	Continual guidance and motivation is needed to get job done.
COMMENTS:					
	Outstanding	Highly Effective	Effective	Needs Improvement	Unsatisfactory
ORAL & WRITTEN COMMUNICATION: Ability to develop and express thoughts clearly and concisely:	Excellent command of language. Communicates expressively and explicitly.	Exceptionally good skills and uses them professionally and effectively.	Verbal and work skills meet normal standards.	Writing and verbal skills need cultivation.	Inadequate.
COMMENTS:					
	Outstanding	Highly Effective	Effective	Needs Improvement	Unsatisfactory
COOPERATION: Ability and willingness to work with and for others toward best interest of all concerned:	Always cooperative. Extremely helpful and courteous to public and co-workers.	Effective in dealing with public and associates. Works well with others.	Is usually effective.	Lacks tact. Needs to be reprimanded on occasion.	Has great difficulty working with or assisting others.
COMMENTS:					
	Outstanding	Highly Effective	Effective	Needs Improvement	Unsatisfactory
DECISION MAKING: Ability to size up a problem, obtain and evaluate the facts, reach sound conclusions and present them in a clear manner.	Accepts serious problems as a challenge. Can be depended upon when crisis arises. Able to commit to sound course of action.	Is practical and logical in problem solving. Makes routine decisions without waiting for directions.	Usually makes correct decisions.	Makes decisions without full consideration of the repercussion.	Does not make decisions without constant direction or supervision.
COMMENTS:					

SECTION 1 - PERFORMANCE APPRAISAL (Continued)

	Outstanding	Highly Effective	Effective	Needs Improvement	Unsatisfactory
ATTENDANCE: Factors regarding lateness and ability to be at work. Considers observance of time	Conscientious towards job. Excellent attendance.	Consistently at work on time. Notifies supervisor of scheduled and unscheduled absences according to office procedure.	Normally at work on time.	Frequently late or absent. Shows improvement.	Continually late or absent. Shows no improvement.
COMMENTS:					

SECTION II - OVERALL PERFORMANCE RATING:

Check the rating which best summarizes the employee's Performance. A rating of "Unsatisfactory" must be supported by specific explanation and justification to be attached to this form.

OUTSTANDING:	The employee's performance clearly is exceptional in comparison with expectations, thereby causing the employee to stand out above the others in the work unit. Performance consistently exceeds expectations for all tasks. The employee can be relied upon to perform the most difficult tasks and has made exceptional contributions to the functions within the employee's work unit or agency.
HIGHLY EFFECTIVE:	The employee always meets and frequently exceeds the performance expectations for all tasks. The employee is performing better than expected for many of the tasks and is recognized as a particular asset to this work unit.
EFFECTIVE:	The employee generally meets performance expectations for all tasks and performs in a good, competent manner. This is the expected and usual level of performance for most employees.
NEEDS IMPROVEMENT:	The employee meets performance expectations at a minimally acceptable level. Some tasks may require extra direction by the supervisor or the supervisor may find it necessary to avoid assigning the more difficult tasks to this employee.
UNSATISFACTORY	The employee clearly does not meet performance expectations for one or more tasks, not even at a minimally acceptable level. The employee requires significant extra direction, or the supervisor finds it necessary to avoid assigning normal tasks to the employee. There is a need for immediate and significant improvement in performance.

SECTION III - SUPERVISOR'S COMMENTS

Comments on other aspects of the employee's performance, such as skills, behavior, personal characteristics, which is reflected in the employee's performance. Include a plan of action for improving employee's performance. When terminating an employee, include supportive documentation.

SECTION IV - EMPLOYEE'S COMMENTS

I met with my supervisor on _____ to discuss my work performance. I have read this evaluation and discussed it with my supervisor. My signature does not necessarily signify that I agree with this evaluation. My written comments concerning this evaluation follow (optional):

Rater's Signature:

Date:

Employee's Signature:

Date: