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Albany, County Of And Council 82
Local 775 (Albany County Sheriffs)

CO / CO

AGREEMENT

between the

COUNTY OF ALBANY

and the

ALBANY COUNTY SHERIFF'S LOCAL 775

of

SECURITY AND LAW ENFORCEMENT EMPLOYEES

COUNCIL 82, AFSCME, AFL-CIO

JANUARY 1, 2001 - DECEMBER 31, 2003

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



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PREAMBLE

This Agreement entered into by the County of Albany and the Sheriff of the County of Albany, New York hereinafter referred to as the Employer, and Local Union 775, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. As used in this Agreement, the term "Employer" shall mean the Sheriff of Albany County unless the context (principally financial matters) indicates the need for application of the authority of the Albany County Legislature.

BILL OF RIGHTS

To insure that the individual rights of employees in the unit represented by the Union are not violated, the following shall represent the employee's bill of rights:

An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

An employee shall be entitled to Union representation at each stage of disciplinary proceeding instituted pursuant to Article VI of this Agreement.

No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding under Article VI without first having an opportunity to have a Union representative present.

No recording devices of any kind shall be used during any disciplinary proceedings except as provided for in Article VI, unless agreed to by all parties and each party receives a copy of the tape.

In all disciplinary hearing proceedings under Article VI, the burden of proof shall rest with the Employer.

The Employer agrees not to interfere with the rights of the employees to become members of the Union and that there will be no discrimination, interference, restraint, or coercion practiced by the Employer or any Employer representative against any employee because any of his/her Union membership, because of such employee's activity in any official capacity on behalf of the Union, or other unlawful activities.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative to those employees in the Albany County Correction Officer's Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment for the maximum period allowed by law on a continuing basis. For the purpose of this Agreement "Employees" are those employees in titles set forth below, or such other titles as determined by mutual agreement or by the Public Employment Relations Board from time to time as being appropriate for the Unit. The said Unit includes:

Correction Officer, Senior Identification Officer and Identification Officer.

Exclude: All other employees in the Sheriff Department.

ARTICLE II

UNION SECURITY

Section 1. Checkoff: The Employer agrees to grant exclusive rights of dues deductions to the Union and will deduct membership dues from the pay of those employees who individually request in writing on authorization cards provided by the Union authorizing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the aggregated deductions together with a list of employees for whom deductions were made shall be remitted to the Union.

Section 2. Insurance: The Employer further agrees to provide one additional payroll deduction line for Union sponsored benefits (insurance premium, etc.). The County further agrees to add a second (2nd) additional payroll deduction line for union sponsored benefits.

Section 3. Deduction Procedure: The aggregate totals of all Union dues deductions and the aggregate totals of all Union sponsored benefits deductions shall be remitted separately each payroll period together with a list of names of those employees from whom such deductions have been made to:

Union Dues:
Local 775, AFSCME
Security & Law Enforcement Council 82
63 Colvin Avenue
Albany, New York 12206

Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer. Implementation of any such change shall be accomplished by the next payroll period.

Section 4. Notification of New Employees: The Employer agrees to submit to the local Union every three (3) months a list of any new employees hired, the department or activity in which they are working or will work and the status of their employment as temporary, seasonal, federally funded or permanent employees.

Section 5. Union Information: The Employer shall present a packet containing Union membership deduction authorization cards and other information concerning the Union to all bargaining unit employees at the time of hire.

Section 6. Access to Premises: The Employer agrees to permit stewards, officers of the local union, and Council 82 representatives, on an exclusive basis, to enter the premises of the Employer at any time for the purpose of communication with the other officers and stewards of the Union, provided such discussions do not interfere with the performance of duties and prior approval is obtained from the officer in charge or his/her designee. Such prior approval shall not be unreasonably denied.

Section 7. Bulletin Boards: The Employer agrees to provide 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at locations agreed to.

Section 8. Union Business Leave: The Employer agrees to permit members of the Union who are elected or designated to attend any convention or Executive Board Meeting to the International Union, Council 82, State AFL-CIO or Local Center Labor Council, to attend such functions without loss of time or pay provided that a request for such leave is made by the Union to their bureau head no less than five (5) work days prior to the date that the function is scheduled. Such time shall be limited to twenty-five (25) man days per year for Union business. However, the Union will be allowed to roll over up to five (5) unused union days from one year to the next, for a maximum total of thirty (30) union business leave days in a calendar year.

Section 9. Union Stewards

a. Employees selected by the Union to act as "Stewards and Alternate Stewards." The names of employees selected as stewards and the names of other Union officers and representatives who may also represent employees shall be certified in writing to the Employer by the local Union. Such Union stewards and authorized Union officers shall have the right to investigate and process grievances during their regular working hours without loss of time or pay; however, such employees must notify their immediate supervisor and secure permission prior to leaving their work assignments. Such permission will not be unreasonably denied.

b. The Union shall apprise the Sheriff currently of the names of Union representatives and their location.

c. (i) The Employer shall recognize the Local President or his/her designee as a representative at each step of the grievance and discipline procedure and shall release the Local President or his/her designee from normal duties without loss to of pay or benefits to process grievances providing that such absence from work will not interfere with proper conduct of governmental functions.

d. (ii) The individual grievant, Representatives of Local 775, Council 82 and Union Staff representatives may be present at each step of the grievance procedure. Except as otherwise provided in this Agreement, nothing in this paragraph shall be interpreted to require the Employer to pay for the attendance of the individual grievant or representatives other than the Local President or his/her designee for their attendance at each step of the grievance procedure. However, the County agrees to pay the individual grievant if the grievant is awarded the decision of the Grievance Committee or the arbitrator, if the hearing is held during the grievant's normal working hours. The Employer further agrees to release the grievant one hour (1) prior to the hearing and the employee will be required to return to his/her duty station within one (1) hour following the hearing.

Section 10. Representation At Negotiations

a. The Union President and two (2) other employees to be designated by the President in writing to the Sheriff, shall be allowed release time with pay to participate in negotiations with the Employer. If a designated member of the negotiating team is unable to attend negotiations, the Employer is not required to release on duty substitute employees for the purpose of attending negotiations.

b. Any employee desiring release time pursuant to this section shall notify his/her superior officer in advance of the date of such negotiations. Such employee shall be released from his/her regular tour of duty for his/her entire work shift. If negotiations are held on the employees regular day off, there shall be no compensation pursuant to paragraph (a) of this section.

ARTICLE III

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

ARTICLE IV

JOINT LABOR RELATIONS COMMITTEE

a. A Joint Labor Relations Committee is established to facilitate communications and understanding between the parties on a continuing basis. Each party shall designate not more than three (3) persons for each meeting of the committee. Employees action on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular working hours.

b. The committee shall meet at the request of either party and such request shall contain a listing of subjects which will be the subject matter of the committee meeting and a proposed time and place for such meeting. Staffing and safe working conditions, among other subjects, are appropriate subjects for such meetings.

c. It is intended that the number and length of committee meetings will not be a substantial time burden and that they will not be extended or substituted for the formal grievance procedure or collective bargaining. It is also intended that the subject matter of such meetings may be such that there will be fewer issues to consider in the grievance procedure and bargaining.

d. The parties emphasize their purpose of facilitating communications and understanding and pledge to participate in these meetings in good faith. While the parties shall have no power to contravene any provisions of this Agreement, the parties may issue joint meeting minutes and letters of understanding. Any arrangement or joint meeting minutes shall not be altered or modified by the Employer without prior objectives of this Article and may participate in all meetings.

e. Staff representatives of the Union may render assistance of the labor/management committee as necessary to fulfill the objectives of this Article and may participate in all such meetings.

ARTICLE V

GRIEVANCE AND ARBITRATION

Section 1. Purpose

a. It is the policy of the parties that all grievances be resolved at the earliest possible step of the grievance procedure. It is understood that no employee may be discriminated against as the result of exercising his/her rights set forth herein. Formal or informal settlements at any stage of the grievance procedure shall bind the parties to the settlement but shall not be precedents in a later grievance proceedings. This procedure shall be the only procedure available to employees.

b. A dispute concerning the meaning, application and/or interpretation of this Agreement is subject to all steps of the grievance procedure including arbitration.

c. Any other dispute or grievance concerning a term or condition of employment, which may arise between the parties or which may arise out of an action within the scope of authority of a facility head and which is not covered by this Agreement, shall be processed up to the Sheriff's level but not to arbitration, unless by mutual agreement.

d. No provision of this Agreement shall be interpreted to require the Union to process any grievance at any step of the grievance procedure if the union considers the grievance to be without merit.

Section 2. Definitions

a. A "Grievance is any alleged violation of this Agreement, or any dispute or any grievance with respect to the meaning, application and/or interpretation of this Agreement.

b. An "Aggrieved party" is an employee or group of employees who submit a grievance or on whose behalf it is submitted by the Union.

c. "Officer in charge of facility" shall mean the superintendent of the Albany County Jail.

d. As used in this Article, all references to days shall mean calendar days. All of the time limits contained in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing.

Section 3. General Provisions:

a. Grievance shall be submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions which it is based upon.

b. The Union may submit any grievance. If it is limited in effect to one facility, the grievance shall be submitted to the Officer in charge of that facility. Otherwise, it shall be submitted directly to the Sheriff.

c. All grievances shall be reduced to writing by the Union steward or other authorized representative of the Union on a form provided by the Union and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, if any, 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 general statement of the grievance and redress sought by the aggrieved party.

d. The time limits set forth in this Article shall be deemed conditions precedent to the grievance and arbitration procedure.

e. Except as otherwise provided in this Agreement, each party shall be solely responsible for the payment of their respective representative representatives, witnesses, grievants and/or other parties at each step of the grievance and arbitration procedure.

Section 4. Submission of Grievance:

Step 1: An employee or group of employees may submit grievances which affect them personally and shall submit such grievance to the facility head. The facility head will respond in writing within seven (7) days.

Step 2: If the aggrieved employee is not satisfied with the response from the officer in charge of the facility, or if no answer is received within seven (7) days, he/she may appeal to the Sheriff or his designee within five (5) days from the receipt of the response or from the day of automatic progression if no response is received. The Sheriff or his designee may meet with the Union president or other authorized representative of the union within five (5) days of the submitting of the grievance. However, in any case, the Sheriff or his designee shall deliver to the Union president or other authorized representative of the Union a written response with respect to the grievance no later than ten (10) days after receipt of the grievance.

Step 3: In the event the Union is not satisfied with the response of the Sheriff with respect to a grievance involving the interpretation or application of this Agreement, it may within twenty (20) days after receiving the response, or if no response is forthcoming, refer the grievance to the Albany County Commissioner of Human Resources or Designee through the Albany County Director of Employee Relations. The Albany County Commissioner of Human Resources hearing within ten thirty (30) days of receipt of the grievance. A written decision shall be given to the Union no later than fifteen (15) days following said hearing.

Section 5. Arbitration

a. In the event the Union is not satisfied with the response from the Albany County Commissioner of Human Resources or the response is not implemented with respect to a grievance involving the interpretation or application of this Agreement it may demand arbitration within thirty (30) days after receiving a response by filing a demand for arbitration by registered or certified mail, with the New York State Public Employment Relations Board. The Public Employment Relations Board shall provide both parties with an identical list of arbitrators pursuant to the Public Employment Relations Board Rules of Procedure for Voluntary Grievance Arbitration. A copy of the demand for arbitration shall be forwarded to the Director of Employee Relations and the Sheriff.

b. The parties shall select an arbitrator pursuant to the selection process set forth in the Voluntary Arbitration Rules of the Public Employment Relations Board. The arbitrator shall be governed by the Voluntary Grievance Arbitration rules of the Public Employment Relations Board.

c. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions of the issues submitted. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

d. The Cost of services of the arbitrator will be borne equally by the County and the Union. However, the full cost of any cancellation will be the responsibility of the party requesting the cancellation.

Section 6. Review of Documents

a. Either party may inspect and copy, upon request, and within a reasonable amount of time, any written statements of witnesses or records which are relevant to the grievance which are intended to be introduced into evidence at the grievance hearing.

ARTICLE VI

DISCIPLINE

Section 1. **General Provisions:** It is understood and agreed that no employee shall be removed or otherwise subjected to any disciplinary penalty except for incompetency or misconduct. Where the Sheriff or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay or dismissal from service, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The Employee shall be provided with two (2) copies of any notice of discipline being served upon him/her. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including references to dates, time and places.

- a. An employee shall not be disciplined for acts, known to the Employer, except those which would constitute a crime, which occurred more than six (6) months prior to the service of the Notice of Discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.
- b. In cases where the employer is not seeking termination of an employee, the penalties shall not be imposed until the completion of the Sheriff's stage of the disciplinary procedure. The Sheriff, however may suspend an employee without pay pending the disposition of the disciplinary charges.
- c. **Counseling:** Any conversation or communication between the employee and the immediate supervisor, in an effort to address certain, specific employee conduct, behavior, and/or job performance. "Counseling" is intended to be positive, non-punitive means of modifying inappropriate behavior. Oral counseling is NOT discipline; it is constructive criticism.

During an oral counseling session, there is no inherent right to union representation. However, an employee has a right to union representation when there is more than one supervisor involved in the meeting.

The general sequence of action is as follows:

A. Oral Counseling

An oral counseling session consists of definitively informing the employee that a performance or behavior problem exists and that failure to correct the problem can result in further counseling and possible disciplinary action. When oral counseling proves ineffective, written counseling can take place immediately.

B. Written Counseling (Warning)

A written counseling memorandum is clear evidence that the supervisor has attempted to employ corrective procedures. The counseling memorandum is formal written confirmation of a counseling session. As such, it reviews the elements of the oral counseling session, i.e., identification of the problem, the proper conduct expected, the employee's response to the situation and an explanation of the consequences. The memorandum is to be completed within five (5) working days of the counseling session to which it relates. The employee is requested to sign it, thereby acknowledging receipt. The employee may submit a written rebuttal within five (5) working days after receipt of the written memorandum. One copy of the counseling memorandum and written responses are placed in the employee's personnel file. An employee may request union representation when receiving written counseling.

Section 2. Grievance Procedure: Upon being served the employee may discuss notice with his/her supervisor and or the officer in charge of the facility. However, in the event a notice, as provided for in Section 1 of this Article is served on an employee he/she shall have ten (10) days to file a grievance protesting the action of the Sheriff. Such a grievance shall be filed directly with the Sheriff. The Sheriff or his designee may hold a meeting to discuss the merits of the grievance with the employee and his/her Union representative or his/her own attorney, if he/she chooses to retain his/her own attorney to represent him/her but, in any event, the Sheriff or his designee may respond within ten (10) days of the receipt of a grievance or of the meeting if held.

Section 3. Human Resources Level: In the event the grievance is not resolved at a meeting or no response is received in writing within ten (10) days, the member shall have the right to a hearing before the Commissioner of Human Resources or Designee. Requests for such a hearing must be made within ten (10) days of the receipt of the Sheriff's decision or if no decision has been received within the ten (10) day time limit prescribed in Section 2. If such a hearing is held, the Commissioner of Human Resources shall respond within ten (10) days of the hearing.

Section 4. Disciplinary Arbitration: If the grievance is not resolved at the Grievance Committee level, then the employee shall have the right to proceed to arbitration as provided for in Article V, Section 5, of this Agreement. If the employee opts to be represented by his/her own Attorney, the cost of the arbitration proceeding will be borne equally by the County and the Attorney.

Section 5. Exclusive Right of Review: The procedures under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replace Section 75 and 76 of the Civil Service Law.

Section 6. Right to a Response: In the event the Employer fails to respond at any stage in the manner set forth above, then the aggrieved shall have the right to proceed to the next step.

ARTICLE VII

PERSONNEL RECORDS

Section 1. Access to Personnel File: All employees, upon written request to the Sheriff or designee shall be given a reasonable opportunity to review their official personnel file maintained by the Sheriff's Department and/or the Personnel Department of the County. This file shall contain their original application for employment and any and all job evaluations, commendations, reprimands, suspensions and any other record of action which has taken place during their employment with the County of Albany. Such review shall take place in the presence of an appropriate officer of the Department.

Section 2. Comments: Employees shall be provided with a copy of any memorandum or documents which are being placed in their official personnel folder. No letter of criticism, poor evaluation, reprimand, or any other document which could affect an employee's job may be placed in an employee's official personnel file without the employee first having an opportunity to review such documents. Should an employee, upon review of such action, disagree with all or part of any such document, he/she shall have the right, within three (3) days of his/her review, to place in the file in writing a response and, in addition, seek removal of any part or all of the document by filing a grievance, which may be processed through the grievance and arbitration procedure of this Agreement.

a. Upon reviewing his/her records, an employee, after eighteen (18) months, may request that any letter of reprimand or warning be removed, providing he/she has not been reprimanded or warned for that particular violation within that eighteen (18) month period of time. This request shall not be unreasonably denied.

Section 3. Personal Information: Every employee shall be required to furnish the Employer with updated personnel data from which shall include employee's residence address, telephone number through which an employee can be reached and the name, address and telephone of persons to be notified in case an employee is injured or taken ill while on duty. Failure to comply with this section will be grounds for discipline.

ARTICLE VIII

SENIORITY

Section 1. Definition of Seniority

a. For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service, within the bargaining unit, in the Sheriff's Department, including sick leave, military leave not to exceed four (4) years, reinstatement within one (1) year of resignation, other approved leaves of absence which do not exceed one (1) year and Workers' Compensation leave. To determine seniority when two (2) or more employees are hired or appointed on the same day, the employee who achieves the higher Civil Service Test Score shall

have seniority. If the employees involved have the same test score, then the employee with the higher final basic school class ranking shall have seniority.

b. Commencing the date this contract is signed, and thereafter on a calendar year basis, unauthorized leaves of absence (dock days) shall be considered an interruption in service according to the following guidelines:

- (1) Employees receiving three (3) or more dock days during the calendar year for which no pay was granted, will have their record date of employment adjusted accordingly for all unauthorized absence during the calendar year.
- (2) The Sheriff or his designee may at their discretion, issue disciplinary warning notices to employees who have excessively used sick leave, and dock days during the calendar year.
- (3) An attendance review will be made three (3) times during each calendar year. On or around April 1st employees shall be notified and counseled if their attendance record appears unsatisfactory. On or about October 1 and December 31 record dates of employment will be retroactively adjusted for all employees who have received three (3) or more dock days during the calendar year.
- (4) Disciplinary action may be taken against employees using excessive amounts of sick leave and dock days and said discipline shall apply pursuant to Article VI of the existing bargaining Agreement.
- (5) After receiving three (3) or more consecutive dock days due to extended illness, the employee will be required to produce a physician's certificate to substantiate such illness. After proper documentation is received by the Administration, Section 1(b) shall be waived.

Section 2. Use of Seniority: Seniority shall be the basis by which employees select pass days and vacations. This shall not apply where a rotational system is in effect.

Section 3. Probationary Employees

a. Each new employee who is hired to fill a position on a permanent basis shall be required to complete a full fifty-two (52) week probationary period for such position. A new employee may be released at any time during such probationary period. During a probationary period, the Sheriff will make every effort to notify a probationary employee of any deficiency in work performance which, if not corrected, could cause the termination of the employee prior to the expiration of the probationary period.

b. Provisional and probationary employees shall have the right to union representation for all purposes of this Agreement except for termination.

- c. An employee will be evaluated at the conclusion of twenty-six (26) weeks of employment.
- d. At the end of the employee's probation period, he/she shall receive documentation informing them of permanency.

Section 4. Job and Shift Assignments:

- a. Except as otherwise provided by this Agreement, the Employer shall have the right to make any job shift assignment or transfer necessary to maintain the services of the Sheriff's Department. However, job assignments and shift selections and transfers shall be by seniority provided the employee has the ability to properly perform the work involved.
- b. All permanent job assignments and shift vacancies shall be posted in January, February, April, June, August, and October for thirty (30) days during which employees may bid. Permanent job assignments and shift vacancies shall be awarded in conformance with Section 4(a), within five (5) days of the end of the posting period. Bids shall be submitted in duplicate, one (1) copy of which shall be signed and dated by the supervisor receiving the bid and returned to the employee submitting the bid.
- c. Temporary jobs shall be job assignments not to exceed thirty (30) days duration. Should a job assignment exceed thirty (30) days then such job shall be considered permanent and must be posted in accordance with Section 4(b).
- d. Notwithstanding the provisions of this section, in any instance where less than fifty percent (50%) of the permanent work complement of shift is filled with employees with less than two (2) years of seniority, the Employer may restrict the right of employees on that shift to bid on other jobs and shift vacancies until the effected shift obtains a permanent work complement with fifty percent (50%) of the employees having at least two (2) years of seniority.

Section 5. Orientation

- a. Each employee assigned to a facility after the effective date of this agreement, shall be given a rotational job orientation program of not more than six (6) months duration during which he/she shall not be eligible to bid for job assignments or shifts.
- b. During the six (6) month orientation period, the Employer shall have the right to assign the employee to any job or shift assignment notwithstanding any other provision of this Agreement.
- c. All time spent in attendance at basic training schools for corrections shall be excluded from the employees orientation period.
- d. During the orientation period, the Employer will review the employee's performance and evaluate his/her performance and notify the employee of any deficiency.

Section 6. Out of Title Work: No employee shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the

duties of any position unless he/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

Section 7. **Seniority Lists:** The Employer agrees to furnish the Union with an up-to-date seniority list showing the continuous service of each permanent employee on April 1 and October 1 of each year. The seniority list will show the names of such employees, their job classification, and their date of hire.

Section 8. **Continued Accrual:** An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.

Section 9. **Limitation:** Grievances under this Article shall be processed up to the Commissioner of Human Resources but shall not proceed to arbitration.

ARTICLE IX

WORK HOURS AND SCHEDULES

Section 1. **Hours of Work:** The regular work day or work shift for each employee shall consist of a period of eight (8) consecutive hours within a twenty-four hour period commencing from the start of the employee's regular work shift, including a meal period of thirty (30) minutes. All employees shall be scheduled to work a regular work shift which shall have a regular starting time and quitting time. In addition to the 8 hour work day the employees shall be required to report for duty fifteen (15) minutes before the beginning of their regular work shift for roll call and pre-shift briefing and assignment.

Section 2. **Work Schedule:** Work schedules shall be posted and employees shall work according to schedule unless notified twenty-four (24) hours in advance of a work schedule change except in cases of unforeseen circumstances.

Section 3. **Work Week and Work Shift:** The regular work week shall consist of four (4) consecutive days on and two (2) consecutive days off or five (5) consecutive days on and two (2) consecutive days off, depending on the operations. The Jail shall remain on four (4) and two (2).

Section 4. **Changes in Schedules:** Except as is specifically set forth in this agreement, the basis work week and work schedule structures that will be in force as of the effective date of this Agreement shall not be changed unless the changes are mutually agreed upon by the Employer and the Union.

Section 5. **Substitution:** The practice of substitution where one employee voluntarily works for another shall be permitted provided that such substitution does not impose additional cost to the Department, is within rank only, the supervising officer under whose jurisdiction the substitution will occur is notified in advance and the request is approved by the Sheriff or his/her

designee for this purpose. Neither the Employer nor the Department shall be responsible for enforcing any agreement made between the employees.

Section 6. Tardiness: Excessive tardiness results in a loss of productivity and increases the workload of coworkers. Each employee shall therefore be held responsible for arriving at work early enough to begin work at his/her designated starting time. It is understood that excessive tardiness is just cause for disciplinary action. Discretion and unforeseen circumstances will be taken into consideration.

Excessive tardiness is defined as three (3) or more occurrences of reporting late to work during any one of the following calendar periods:

- January, February, March
- April, May, June
- July, August, September
- October, November, December

Penalties for excessive tardiness may be as follows:

- 4 - Verbal Warning
- 5 - Written Warning
- 6 - Letter of Censure
- 7 - Loss of one (1) vacation day
- 8 - Loss of two (2) vacation days
- 9 - Loss of three (3) vacation days
- 10 - One (1) day suspension without pay
- 11 - Two (2) days suspension without pay
- 12 - Three (3) days suspension without pay
- 13 - One (1) day suspension without pay and loss of one (1) vacation day
- 14 - Two (2) days suspension without pay and loss of two (2) vacation days
- 15 - Three (3) days suspension without pay and loss of three (3) vacation days

16 +- Discipline imposed at the discretion of the Sheriff to include, but not limited to increased fines, increased suspension or termination.

ARTICLE X

OVERTIME

Section 1. Distribution

- a. Overtime work shall be equally distributed among employees who normally perform such work. Employees shall be selected from the seniority list on a rotation basis.
- b. An employee requesting to be skipped when it comes his/her time to work overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence, and an appropriate notation shall be made in the overtime roster.

c. In the event no employee wishes to perform the required overtime work, the Employer shall by inverse order of seniority assign the necessary employees required to perform the work in question.

Section 2. Overtime Pay: All hours worked in excess of forty (40) hours in a week shall be paid for at one and one-half (1 1/2) the employee's regular rate of pay. There shall be no pyramiding of overtime.

Section 3. Training Hours: All in-service training programs conducted before or after an employee's regular shift shall be paid at the employee's regular rate of pay but shall be computed for the purposes of determining the employee's forty (40) hour work week.

An employee who is unable to attend scheduled training shall notify the shift commander 48 hours in advance of his inability to attend the training. Thereafter, the employee shall be rescheduled for training via reassignment to the 7-3 shift. The employee shall not be entitled to work his normal shift on the rescheduled training day.

Section 4. Authorized Leave Time: Time during which an employee is excused from work because of vacation, sick leave, holidays or other authorized compensatory time off shall be considered as time worked for the purpose of computing overtime.

Section 5. Authorization: No employee shall be required or allowed to work overtime unless such overtime is authorized by proper authority.

Section 6. Maximum Hours: No employee shall be required to work in excess of sixteen and one-quarter (16 1/4) hours in any work day, except in an emergency situation.

Section 7. Voluntary Overtime: Any employee who volunteers to work on his/her regular day off will not be subject to mandatory overtime on that particular day. An acceptance of voluntary overtime is considered a requirement to perform such overtime except when the employee notifies a supervisor one (1) hour in advance of the scheduled shift of their request to cancel such overtime.

Section 8. Employment Appearances: Employees who are required to appear in Court or before a body having the right to require appearance of such employees shall be paid at the regular rate of pay but such time spent shall be used to compute the Employee's forty (40) hour work week. In the event the employee is required to appear in Court or before a body as a party to any private legal action which is not job related or in any union or contract related matter, the provision of this paragraph shall not apply. Those employees who are required to appear as outlined in this Section, shall receive a minimum of two (2) hours pay.

Section 9. Standby: No employee will be required to be on standby without compensation.

Section 10. Recall: An employee who is recalled to work unscheduled overtime after completing his/her scheduled shift and after having left his/her scheduled work station or facility

shall be guaranteed a minimum of four (4) hours pay which shall be used to compute an employee's forty (40) hour work week.

ARTICLE XI

WORK FORCE CHANGES

Section 1. Training Assignments: For the purpose of this Agreement, employees selected to participate in any training program, whether or not such training program takes them away from their regular job assignment, shall be considered to be on the job assignment.

Section 2. Promotions: Promotions and the filling of vacancies will be effected under the Civil Service Law, Rules and Regulations.

Section 3. Lay-Off and Notifications

a. It is understood and agreed that in the event the Employer plans to layoff employees in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least forty-five (45) days prior to the date that such action is proposed to commence. Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated layoff, the effect it will have on employees within the bargaining unit, the community at large, and the discussion of alternative measures.

b. In the event the Employer implements such layoff, the Employer shall forward a list of those employees being laid off to the local Union on the same date that the notices are issued to the employees. An employee shall be given at least thirty (30) calendar days notice that he/she is to be laid off.

c. When such action takes place, it shall be accomplished by laying off temporary employees first, provisional second, probationary third and then permanent employees, all in the inverse order of seniority; within their respective status.

d. All employees who have been laid off shall be placed on a recall list.

e. When the work force is increased after a layoff, employees will be recalled according to seniority as they appear on the established recall list. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. The Union shall be notified at the same time. If any employee fails to report for work within twenty (20) days from the date of mailing of the notice or recall he/she shall be considered a quit. Recall rights for an employee shall expire after a period of four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent by registered or certified mail to the employee's last known address.

Section 4. Consolidation and Elimination of Facilities: It is understood and agreed that the Employer, prior to implementing a change that will have an impact on the overall operations of the Sheriff's Department, will notify the Union in writing of such pending decision at least one (1) month in advance of the date that such action is proposed to take place. It also is agreed that no action to implement any such proposed changes will take place until the parties have had a reasonable time to review together the impact such proposed change will have on employees in the bargaining unit and on the community at large. Either party shall meet at the request of the other party for the purpose of discussing the matter and for the consideration of alternative measures.

Section 5. Transfers: Employees who desire to transfer to other units within the Sheriff's Department, or other work assignments in the same classification, must submit a written request for such transfer or reassignment to the Sheriff.

Section 6. If possible the employer will notify the union not less than 15 days prior to the deletion of any fixed post positions.

ARTICLE XII

CLASSIFICATION AND JOB TITLES

Section 1. Notification: Within thirty (30) calendar days of the execution of this Agreement, the Employer shall provide to the Union a complete list of all job titles and job classification specifications.

Section 2. Classifications: It is the intention of the parties that the basis structure of each job title and classification finally adopted in such implementation will be adhered to by the Department; however, while it is understood that the maintenance of the job classification and specification for such jobs is the function and responsibility of the Employer, under no circumstances may any new job classification be later added to the list of job titles within the bargaining unit, or changes be made in the specification for any existing position, until such changes have been discussed with the Union.

ARTICLE XIII

SALARIES

Section 1. Base Salary: All employees covered by this Agreement and on payroll* on or after the signing of this agreement, shall be compensated in accordance with Appendix A

- a. January 1, 2001 (+) 3% across the board
- b. January 1, 2002 (+) 3% across the board
- c. January 1, 2003 (+) 4% across the board

(Note * Those employees who have retired from service shall be eligible for retroactive payments)

Longevity

Longevity to be paid at the last payroll period of the employee's anniversary monthly. Longevity shall not be prorated. Longevity shall not be prorated except for those employees who have retired from county service through the New York State Retirement System, and have a minimum of six (6) month's service in their last year of employment.

<u>Years of Completed Service</u>	<u>Amount</u>
7 - 9 years	600.00
10 - 14 years	900.00
15 - 19 years	1250.00
20 - 24 years	1700.00
25+	2250.00

*Note: All employees on the payroll effective, August 7, 1997 shall be entitled to longevity payments of \$350.00 upon the completion of their 5th and 6th years of continuous service, thereafter as listed above. All employees hired after August 7, 1997 shall be eligible for the longevity schedule above.

Section 2. Advancement In Grade: It is understood that all new employees will be paid the minimum rate of pay for the job classification to which they are hired, and automatically proceed to the next step of the salary schedule set forth in the Appendix A upon completion of one (1) year of service and each year thereafter on the anniversary date of employment until the maximum rate of pay for the classification is reached.

Section 3. Payday: The salaries and wages of employees shall be paid the same day every week. In the event this day is a holiday, the preceding day shall be pay day, except in the case of unforeseen circumstances.

ARTICLE XIV

SPECIAL EMOLUMENTS

Section 1. Travel Allowance: All employees who are required to travel to other county areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that are related to such trip, at rates provided by Albany County Rules and Regulations.

Section 2. Personal Use of Automobile: Employees who are required by the Department to use their own personal automobile on any official business will be reimbursed for such use at the rate provided by Albany County Rules and Regulations. Request for mileage reimbursement must be submitted within thirty (30) calendar days of the effective date.

ARTICLE XV

HOLIDAYS

Section 1. Recognized and Observed Holidays: The following twelve (12) days shall be recognized and observed as paid holidays:

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

Section 2. An employee must have worked his/her last scheduled work day prior to a holiday and his/her first scheduled work day after the holiday to receive compensation for the holiday, unless he/she was absent because of illness, vacation, personal leave, or any other absence approved by the Employer.

Section 3. Employees who are regularly scheduled to work five (5) days on and two (2) days off shall receive time and one-half (1 1/2) for time actually worked on a holiday. Employees who have been employed by the Sheriff's Department for less than thirty (30) days and who attend authorized training, shall be paid at the regular rate of pay for each holiday so attended. All other employees assigned to five (5) days on and two (2) days off scheduled, who have been employed by the Sheriff's Department for less than thirty (30) days, shall not be entitled to holiday pay.

Section 4. Employees who normally would have been scheduled to work on the holiday, but who have been granted the day off to observe the holiday, will receive only their regular pay for the day.

Section 5. Effective in 1997, employees who are required to work July 4th, Thanksgiving and/or Christmas day shall receive time and one half (1 1/2) for time worked plus eight (8) hours holiday pay.

Effective December 31, 2000 an amount equal to one thousand eight hundred thirty seven dollars and no cents (\$1,837.00) shall be added to the base salary of all Correction Officers only, and Appendix A has been adjusted accordingly. This salary adjustment replaces all previous holiday provisions pertaining to the Correction Officers, except as follows.

The following twelve (12) days shall not remain recognized as holidays, but shall be referred to as premium workdays for the purpose of scheduling:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Christmas Day

An employee must work his/her last scheduled work day prior to a premium work day and his/her first scheduled work day after a premium work day as well as any regularly scheduled premium work day, unless he/she was absent because of illness, vacation, personal leave or any other absence approved by the employer. An employee who fails to comply with these conditions will be docked 16 hours pay for each incident.

ARTICLE XVI

VACATIONS

Section 1. Vacation Allowances and Eligibility

a. Vacation credits will be earned each year for use in the following calendar year (January 1 through December 31). All employees covered by this agreement shall earn their vacation periods as follows:

(1) A new employee will earn vacation credits at .83 days per month the first twelve (12) months of employment, for a total of ten (10) days.

(2) Starting on the anniversary date of the beginning of an employee's second year he/she will earn vacation credits at 1.25 days per month for a total of fifteen (15) days per year.

(3) Starting on the anniversary date of the beginning of an employee's 7th year he/she will earn vacation credits at 1.41 per month, for a total of seventeen (17) days per year.

(4) Starting on the anniversary date of the beginning of an employee's 10th year he/she will earn vacation credits at per year. 2.08 days per month, for a total of 25 days per year.

b. Vacation credits may be accumulated up to a maximum of seventy-five (75) days, however, accumulated vacation days may not be used to displace a less senior member in rank on any vacation schedule until all members have exercised their seniority rights in scheduling vacation days in the previous vacation year.

c. Vacation credits may be accumulated up to a maximum of ten (10) additional days after twenty-five (25) years of service in the department.

Section 2. Choice of Vacation Periods

a. An employee will be granted the amount of his/her vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing in Section 1 above, except that if circumstances make it necessary for the Employer to limit the number of employees. Effective January 1, 2002, the employer will permit on vacation and/or personal leaves (8) eight employees from the (7-3) shift, (6) six employees from the (3-11) shift and (3) three employees from the (11-7) shift. The employee with the greater-seniority shall be given his/her choice of vacations/personal leaves in the event of conflicts.

b. Vacations will be assigned within each operating unit set forth in Sections 1 and 2. From June through September seniority shall apply to a maximum of ten (10) days. Requests shall be distributed by November 1, returned by December 1 and vacation schedules posted by January 1. Once all employees have exercised their seniority in scheduling ten (10) days from June through September they then may select any remaining available days within this period on a first come first served basis. Thereafter all requests for a change must be submitted two (2) weeks in advance, except in the case of an emergency the advance notice requirement may be waived.

In addition, the employer will permit employees to request one-half (1/2) days vacation if requested at least two county business days (Monday-Friday) in advance. Such 1/2 days shall not be part of the initial vacation selection period, and employees granted such time will be counted in the total officers allowed off per shift under Section 2.a. above.

Section 3. Computation of Time and Pay

a. All paid leave, including sick leave, personal leave, and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credit entitlement. Leaves of absence without pay shall not be counted for vacation credit purposes.

b. An employee who resigns, retires or is laid off prior to taking his/her vacation shall be compensated in cash for all of his/her accumulated vacation credits, except that in the case of resignation, the appointing authority requires as a condition for such payment that written notice of such resignation be given to the appointing authority at least two (2) weeks prior to the effective date of the resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the Sheriff, the requirements of this paragraph may be waived. In the event of the death of an employee, the employee's estate will receive full payment of all such employee's unused vacation credits.

Section 4. Vacation Pay: Vacation pay shall be calculated at the employee's regular pay in effect for the position the employee holds at the time he/she takes his/her vacation.

Section 5. Transfer Rights and Separation: If an employee is transferred to another County department outside of this bargaining unit, all vacation credits the employee may have accumulated under the provisions of this Agreement shall be transferred with him/her to his/her new job, to the maximum permitted for that job. Any difference will be paid in cash.

Section 6. Absence Due to Illness: An employee who is on an authorized absence due to illness or injury verified in accordance with presently prescribed guidelines when his/her vacation is due shall be allowed to request rescheduling at a later date, which shall not be unreasonably denied. However, no employee will be allowed to displace another employee who has already been scheduled for vacation.

ARTICLE XVII

PERSONAL LEAVE

a. Personal leave is leave with pay for personal business including religious observance without charge against any other accumulated leave credits. All employees shall be credited with five (5) personal leave of absence days during each calendar year on January 1. Personal leave may be taken in one-half (1/2) day increments. Personal leave may not be accumulated, however the County agrees to buy back any unused personal leave days at the end of each calendar year.

b. Those employees who are hired after January 1, of each year shall receive personal leave on a prorated basis as follows:

January 1st to March 15th	5 Days
March 16th to May 31st	4 Days
June 1st to August 15th	3 Days
August 16th to October 31st	2 Days
November 1st to November 30th	1 Day

c. All requests by employees for personal leave must be made at least forty-eight (48) hours in advance of the time requested, except that in cases of emergency, this requirement may be waived.

d. An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, which ever comes first. However, upon request and at the discretion of the Sheriff, the requirement of this paragraph may be waived.

e. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave, except when requests are made less than forty-eight (48) hours in advance.

ARTICLE XVIII

SICK LEAVE

Section 1. Allowances and Eligibility: All employees shall be entitled to earn sick leave after one month's continuous service. Employees shall earn sick leave credit at the rate of 1/4 day per week for a total of thirteen (13) days for each year of continuous service. Provided,

however, that an employee shall not earn sick leave credit for any weekly pay period unless he/she is in full pay status for at least two (2) days during each weekly pay period. Full pay status shall be defined as any authorized leave with full pay including, but not limited to, sick, vacation and personal leave. Sick leave credits may be accumulated to a total of one hundred and fifty (150) days. An employee who is sick shall notify the immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period.

Section 2. Family Sickness: In addition to personal sickness, leave for sickness in an employee's immediate family, may be requested. An employee who needs leave for family sickness shall notify his/her immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period. Approval for such leave shall only be granted by the officer in charge of the facility as defined elsewhere in the contract.

Section 3. Use of Sick Leave: Sick leave may be used for any non-job related illness or injury, including pregnancy and childbirth, which renders employees unable to perform the duties of their employment, or who is quarantined by health authorities.

Section 4. Physician's Certificates: An employee will not be required to produce a physician's certification of illness or fitness to return to work except that the Employer may require such certificate if the absence is for three (3) or more days, or is on a holiday, on the day before or after a holiday or regularly scheduled day off. However, should an employee use paid sick leave days composed of one (1) or two (2) days segments which do not require confirmation by physicians certificate more than five (5) times in a calendar year, then such employee may be required to produce for any future payment of sick leave for the remainder of the calendar year, a physicians certificate attesting to such inability to work, regardless of the length of the illness.

Section 5. Physical Examination: In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of the employee to continue in his/her job duties, then a third physician, selected by the Employer shall make the final determination. The full cost of the services of the third physician shall be borne by the Employer.

Section 6. Extended Sick Leave: The Employer, in its discretion, may advance sick leave credits to an employee absent for personal illness who has exhausted sick leave, vacation and personal leave credits. The outstanding unrepaid sick leave advanced to an employee shall not exceed a total of thirteen (13) days. Any such advance shall be deducted from moneys due to an employee upon his/her separation from services.

Section 7. Sick Leave at Half-Pay: The Employer, at his discretion may grant sick leave at half-pay for personal illness to a regular employee having not less than one (1) year continuous services after all sick leave, vacation and personal leave have been exhausted provided that the cumulative total of sick leave at half-pay shall not exceed twenty (20) work

days for each year of continuous county service plus six (6) weeks additional sick leave at half-pay. Sick leave at half pay shall be recommended by the department head, with final approval or disapproval by the Commissioner of Human Resources or designee. An employee who is granted sick leave at half pay shall not be eligible to accrue any other additional leave credits of any kind.

Section 8. Leave for Quarantine: If an employee is not ill him/herself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she be granted leave with pay for the period of required absence without charge against any leave credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of any other person.

Section 9. Fringe Benefits: Employees on paid sick leave shall receive full pension and insurance contributions and coverage.

Section 10. Extended Sick Leave Without Pay: In those cases where the entitlement to all sick leave has been exhausted, the Employer will consider application for extended sick leave without pay where the employee has at least three (3) years of continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one (1) year and shall be granted under such conditions as the Employer deems appropriate. However, no employee shall earn or accumulate any benefits while on such leave.

Section 11. Maternity Leave: Accumulated sick leave shall be paid to a pregnant employee for the period of time such employee is absent from work as the result of disability, provided that the employee submits a statement from her attending physician attesting to such disability as the result of pregnancy and/or childbirth and upon her return, her ability to resume her previous duties. Such employee must return to work within one (1) year from the date on which required to cease employment. This period may be extended six (6) months by mutual agreement. Said employee upon learning of her pregnancy shall immediately notify the Employer of same and if possible, the probable date that leave will commence.

Section 12. Payment of Unused Sick Leave: Upon the retirement, layoff or resignation of an employee for reasons other than discipline, the Employer shall make a lump sum payment for one half of all accumulated sick leave credits up to a maximum of sixty (60) days for an employee commencing with his/her sixth year of service provided that the employee upon the date of his/her separation from service has accumulated a minimum of thirty (30) days of unused sick leave.

Section 13. Incentive Payments:

Effective January 1, 1998. Any employee who does not use any sick leave in a calendar quarter (January-March; April-June; July-September, October-December) shall receive a cash payment of \$250.00 for that quarter.

There will be no substitution of personal, vacation or other leaves (including 207-c and workers' compensation, except that when absent in any quarter on 207-c or workers' compensation leave

the incentive herein shall be prorated) in reference to this incentive payment. (Dock Days also cancel quarterly payments).

ARTICLE XIX

WORKERS' COMPENSATION LEAVE

Section 1. Leave for Absence Necessitated by Occupational Injury or Disease: Except as otherwise provided in Section 2 thereof, an employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law, upon giving notice to the Employer that he/she claims benefits under such law, shall be allowed leave from his/her position for the period of absence necessitated by such injury or disease, up to cumulatively one (1) year including any periods of such absences during which the employee draws vacation, sick leave or other leave credits. Such leave may be extended for further periods at the discretion of the Employer.

Section 2. Controverted Cases: If the employee's claim for benefits under Workers' Compensation Law is controverted by the administrator appointed by the Employer (at the request of the Employer or on its own initiative) and the Employer is so notified, the employee shall not be entitled to leave under this section. This shall not, however, adversely affect the employee's eligibility for leave under other provisions of this Agreement. If final determination of the controverted claim is in favor of the employee, he/she shall be entitled to leave under this section, and all absences before such final determination, to the extent that the same were necessitated by his occupational injury or disease, shall be deemed to have been pursuant to leave under this section.

Section 3. Pay During Leave: An employee on leave under this section shall receive pay, as follows:

- a. The Employer, upon finding that the employee is in fact disabled from the performance of his/her duties, will grant the employee full pay during such leave not to exceed cumulatively six (6) months. Such full pay may be granted irrespective of the employee's accrued credits under this Agreement.
- b. After the six (6) months provided in paragraph 1 of this section, the employee may draw accrued vacation, overtime, personal leave and sick leave credits, subject to the provisions of this Agreement pertaining thereto.

Section 4. Accrual of leave Credits: An employee who receives full pay for any period of leave under this section shall earn vacation and sick leave credits during such period.

Section 5. Award Credited to County: Any award by the Workers' Compensation Board of Compensation for any period for which the employee received or receives pay from the County shall be credited to the County as reimbursement of wages paid.

Section 6. Restoration of Leave Credits: Leave credits, including sick leave at half-pay, used by an employee during a period of absence for which an award of compensation has

been made and credited to the County as reimbursement for wages paid shall be restored to him/her in full. In the event that the employee dies, resigns, retires, or continues absent beyond one (1) year without further leave, cash payment for vacation and overtime credits, including any credits restored under this section, shall be made to the employee or beneficiary in accordance with the appropriate provision of this Agreement. In any other case, an employee restored to service after absence on leave under this section shall have one (1) year from the date of such restoration to reduce his/her accrued leave credits to the limits prescribed in this Agreement.

Section 7. Reinstatement: Upon request of the employee for reinstatement at or prior to the expiration of the maximum period of allowed leave, the Employer, if in doubt as to whether the employee is physically and mentally fit to perform the duties of his/her position, may require the employee to undergo medical examination, by a physician designated and paid for by the Employer before the employee may be reinstated. If reinstatement is denied, the employee may make application therefore in the manner prescribed by Section 71 of the Civil Service Law. If an employee continues absent after the expiration of the maximum period of allowed leave, his/her eligibility for reinstatement shall be governed by Section 71 of the Civil Service Law.

Section 8. Medical Examination: In order to enable the Employer to make such determination as are authorized or required under this section, the Employer may require an employee at any time to be examined by a physician designated and paid for by the Employer. Upon receipt of proper medical documentation, either from the employee's physician, the employer's physician, or a third physician mutually agreed to, where a dispute arises, the employer has the right and authority to assign the employee to light duty while on workers' compensation.

Section 9. Construction: This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

Section 10. The parties agree to the attached procedure as it applies under the New York State General Municipal Law Section 207-c.

ARTICLE XX

PAID LEAVE OF ABSENCE

Section 1. Bereavement Leave of Absence

a. Each employee shall have three (3) calendar days off with pay upon notice, due to the death of a member's immediate family commencing with the day after the date of death. For the purpose of this section, immediate family shall be deemed to include the following only: Spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, step parents and step children. In case of brother-in-law, sister-in-law, or any other relative living in the member's household, bereavement leave shall be one (1) day.

b. An employee may charge accumulated sick leave time in order to extend a bereavement leave of absence. In addition, personal leave up to a maximum of two (2) consecutive days may be used with documentation, upon request. An employee shall not be entitled to additional days off pursuant to this section, and the consecutive calendar days off shall include and not be in addition to, an employee's regularly scheduled day off or a holiday.

Section 2. Jury Duty Service: Should any employee be required to serve on any jury or be involved in any jury service, such employee shall be granted a leave of absence for such necessary duty or service, and such leave shall be at full pay, less monies received.

Section 3. Civil Service Examination: Employees shall be permitted the necessary time off, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional civil service examination held by the Civil Service Commission (Department of Civil Service) of the County of Albany, relative to the Sheriff's Department. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held.

Section 4. Military Service Leave and Drills: An employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted military leave of absence at full pay for all such period, not to exceed thirty (30) calendar days a year or 22 work days whichever is greater, pursuant to Sections 242 and 243 of the Military Laws of the State of New York. Where such employees are involved in schooling programs or other programs that require time off in addition to that provided by statute, such time off will be granted upon the request of the employee, but without pay, or, upon proper authorization in writing from the employee, such time off will be deducted from an employee's vacation credits, personal leave credits, or any other paid leave, solely at the option of the employee.

ARTICLE XXI

UNPAID LEAVE OF ABSENCE

Section 1. Leave without Pay

a. Leave of absence without pay and not to exceed one (1) year may be granted at the discretion of the Sheriff.

b. Any request for a leave of absence without pay shall be submitted in writing to the Sheriff. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires. All determinations regarding leave without pay shall be subject to final approval by the Commissioner of Human Resources.

c. A reply from the Sheriff concerning the leave of absence without pay shall be furnished to the employee by the Sheriff within a reasonable amount of time.

d. At the end of the leave an employee shall be returned to the job title he/she held at the time the leave of absence was granted.

ARTICLE XXII

HEALTH INSURANCE

Section 1. Eligibility

1. The employer shall provide hospitalization and major medical insurance for each employee and the employee's eligible dependents(s).
2. A new employee shall be eligible for hospitalization and major medical insurance on the first of the month after completing one month of continuous service. (For example, if an employee goes on the payroll on July 2nd, such employee's coverage will begin on September 1st. If an employee goes on the payroll on July 1st, such employee's coverage will begin on August 1st).
3. Upon retirement from County service through the New York State Retirement System, an employee and their spouse shall be eligible for continuation of health insurance benefits in accordance with the county-wide rules and Regulations, as may be amended by the Albany County Legislature, provided, however, that such employee shall be exempt from the age eligibility criterion specified in the Rules and Regulations when the employee is otherwise eligible to retire under a qualified retirement plan through the New York State Retirement System.

Section 2. Insurance Plans

1. Indemnity Plan: The Employer will offer an indemnity plan whereby the hospitalization and major-medical insurance benefits currently provided under the County Blue Cross/Blue Shield or G.H.I. plans shall be maintained. The Employer may change carriers and/or provide alternative plans during this period provided such alternative plans are comparable to the plan currently provided.
2. Effective the signing of this agreement, the Employer has the ability to replace the current indemnity plans with the Empire Plan (including the medical and psychiatric enhancements).
3. Effective the signing of this agreement, the Blue Cross/Blue Shield out-of-pocket deductible shall be \$240/\$720, and the out-of-pocket maximum shall be \$1,500/\$4,500, for individuals and families, respectively. There shall be no indexing for the years 1994 and 1995; however, indexing will resume thereafter.

4. Effective the signing of this agreement, the G.H.I. office visit copay (PPO Option) shall be eight dollars (\$8) per visit.
5. Effective the signing of this agreement, the Prescription Drug Plan shall provide for a fully managed plan through a select network with a mandatory generic substitution. The copayments shall be as follows:

Mail Order	\$0.00
Generic.....	\$7.00

6. Effective the first day of June 2000 the employer will offer HMO plans whereby an employee may choose hospitalization and major medical insurance benefits with a fifteen dollar (\$15.00) co-payment as provided under the plan chosen..
7. An employee may choose any of these options at the time of hire or once each year during the month of October (effective the following January).
8. The Employer may change carriers and/or provide alternative plans provided such alternative plans are comparable to the plan currently provided.
9. If the Employer chooses the Empire Plan as the County's indemnity plan, the Employer will offer either a freestanding prescription drug plan or a prescription drug plan via the HMO plans comparable to the existing plan or the plan offered by the Empire Plan.

Section 3. Premium Payments

1. For a full-time employee on the payroll as of December 31, 1988, the Employer will pay one hundred percent (100%) of the indemnity plan premium (Blue Cross/Blue Shield or G.H.I.) for individual and/or dependent coverage. However, an employee who chooses an HMO plan must contribute seventy-five percent (75%) of the difference in cost between the HMO and the most expensive indemnity plan (Blue Cross/Blue Shield or G.H.I.) if the HMO plan chosen is more expensive than the indemnity plan up to a maximum of ten dollar (\$10) per week if the HMO plan chosen is more expensive.
2. For a full-time employee hired on or after January 1, 1989, the Employer will pay ninety percent (90%) of the indemnity plan premium (Blue Cross/Blue Shield or G.H.I.) for individual and/or dependent coverage. For an employee who chooses an HMO plan, the Employer will pay ninety percent (90%) of plan premium, however, such employee also must contribute seventy-five percent (75%) of the difference in cost between the HMO and the most expensive indemnity plan (Blue Cross/Blue Shield or G.H.I.) if the HMO plan chosen is more expensive than the indemnity plan up to a maximum of ten dollars (\$10) per week if the HMO chosen is more expensive.

3. If the Employer substitutes the Empire Plan for the current indemnity plans, the formula, set forth in paragraphs 1 and 2 above, will not be operative provided that eligible employees are on the payroll as of December 31, 1994. All other employees eligible for health insurance will be subject to such formula.

Section 4. Coordination of Benefits: Effective January 1, 1997, for those employees whose spouses are also County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage provided such spouse chooses a different plan than the first spouse. Employees covered under this provision shall be entitled to the buy-out provision of this Article provided the criteria set forth therein is met. The County shall have the right to verify marital status.

Section 5. Health Insurance Buy-Out Option

Effective the signing of this agreement, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive \$2,000 annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage will receive \$1,000 annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive \$1,000 annually in lieu of receiving individual coverage.

No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.

The employee will receive such payment on the last pay period in December or the third pay period of July for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of a termination of alternative medical and health insurance coverage. The Health Insurance Buy-out option will be prorated upon separation from service with the County.

Section 6. Dental Insurance

- A. The County agrees to provide at no cost to the employees the County Dental Plan.
- B. New employees become eligible for dental insurance the first of the month after they have completed one month continuous service.

ARTICLE XXIII

RETIREMENT PLAN

Section 1. The Employer shall continue New York State Retirement Plan 75(i) and 89-h for all full time regular employees.

All sworn members of the bargaining unit shall have the opportunity to change from Retirement Plan 75(g) to the newly created twenty-five (25) year retirement plan effective January 1, 1989, or upon passage of said plan by the New York State Legislature after January 1, 1989.

ARTICLE XXIV

IN-SERVICE CONNECTED DISABILITY AND DEATH

Section 1. Should an employee covered by this Agreement be killed while in the performance of his/her duties, the surviving spouse of such employee shall receive a death benefit equivalent to one (1) year of the deceased employee's salary that he or she normally would have received, and the surviving children under the age of eighteen (18) an amount of one thousand dollars (\$1,000.00) each.

ARTICLE XXV

UNEMPLOYMENT COMPENSATION

Section 1. The Employer agrees to provide unemployment compensation insurance coverage for all employees covered by this Agreement as provided by New York State.

ARTICLE XXVI

CONTINUING EDUCATION PROGRAM

Section 1. Each employee with written approval of the Employer and the County Director of Employee Relations, may participate in educational assistance programs established by the County for job related studies as long as the funds are available. The initial tuition cost will be shared by the County and the employee. Upon appropriate appeal the County will pay the entire tuition in hardship cases. The Employer and employees will agree on the education program and upon the successful completion grade. Upon completion of such program and the attainment of such grade, the County will reimburse the employee for that portion of tuition cost

not initially paid by the County. However, only one course per semester per student will be allowed.

ARTICLE XXVII

GENERAL PROVISIONS

Section 1. Non-Discrimination: The Employer understands that the provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Section 2. Non-Interference: The Employer agrees not to interfere with the rights of the employees to become members of the Union and that there will be no discrimination, interference, restraint, or coercion practiced by the Employer or the Employer's representative against any employee acting in any official capacity on behalf of the Union, or other lawful activities.

Section 3. Work Assignments: The Employer agrees to make every effort to place permanently partially disabled employees on work assignments which they are able to perform.

Section 4. Facility Maintenance: The facilities at which such employees may be assigned shall include the availability of a clean and sanitary lunchroom, locker room, toilets, and adequate supply of hot and cold running water, soap, paper towels, toilet paper, a drinking fountain, and first aid materials. It shall be the responsibility of the Employer to provide for the proper servicing, cleaning and maintenance of such facilities. This provision is not subject to arbitration but is appropriate for immediate implementation of a grievance or reference to Joint Labor Relations Committee.

Section 5. Personal Property Damages: The Employer agrees to replace or repair any article of personal property of an employee that is damaged or destroyed, including clothing, eye glasses, and dentures, which happened as a result of an incident directly related to such employees carrying out the duties of his/her job without fault or negligence on the part of such employee.

Section 6. Polygraph Tests: It is understood and agreed that no employee will be required by the Employer to take a Polygraph Test. The administration of such test shall be subject to an employee's written consent.

Section 7. Unsafe Equipment: No employee shall be required to operate any vehicle or equipment that is found to be unsafe. The responsibility of maintaining vehicles and equipment in safe working condition shall be the Employer's. In the event that there is a dispute as to the safety of a vehicle, the said vehicle, within three (3) days, will be inspected by a certified inspection mechanic employed by the County of Albany.

Section 8. Uniforms

a. The Employer shall provide all employees with the appropriate uniforms and uniform brass, leather, necessary weapons (only if qualified) equipment, work shoes and other necessary accessories required for the job, the full cost of which to be borne by the Employer.

b. Effective January 1, 1994, all employees in the unit on the payroll period in which November 1 falls shall receive an allowance for uniform cleaning and maintenance on or about December 1 of each year of this Agreement of three hundred dollars (\$300). However, for those members who are or have been on approved leave under GML Section 207-c, said allowance shall be pro-rated to reflect the time out under 207-c. The County agrees to provide for Class "A" uniforms to be cleaned at no cost to the employees who are required to wear said uniform on a regular basis.

This allowance replaces all existing uniform cleaning provisions and/or allowances and shall cover all uniform cleaning and maintenance requirements (i.e., sewing, patches, etc.).

c. All employees who are not required to wear a uniform will receive a clothing allowance equal to the amount set forth in Article XXVII, Section 8(b) of one hundred dollars (\$100).

Section 9. Deferred Compensation: Effective the signing of this Agreement, all bargaining unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, currently provided through Public Employees Benefits Service Corporation (PEBSCO), in accordance with the terms and conditions of said plan.

Section 10. Drug Testing: Effective the signing of this Agreement, the County shall establish a drug testing program comparable to the existing New York State Correction Department Drug Testing Policy. (General Order 20SD91).

Section 11. Health Standards: In recognition that physical fitness is particularly important in the everyday performance of the duties of a department Member, it is mutually agreed that an acceptable level of physical fitness shall be maintained by each member as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a two (2) component health standards program shall be initiated as detailed below. Said program shall consist of: (a) Weight Control, (b) Periodic Medical Examinations.

- a. **Weight Control for Employees:** The Official Weight Chart for employees is set forth in Section C.

Section C specifies the acceptable weight range, by height.

The maximum acceptable weight shall represent the maximum permissible weight for employees.

Employees shall be weighed on or about July 1, 1991, and approximately every ninety (90) days thereafter.

The weight scale to be utilized for measuring weights in accordance with this section shall be determined by the County. The Sheriff or his designee shall conduct the weighing.

Employees to be weighed shall be allowed to wear customary underwear, trousers and shirt. The column designated "Maximum Acceptable Weight" in Section b, reflects standards developed by the American Medical Association and includes an additional four (4) pounds to compensate for the clothing specified herein.

Height is to be measured without shoes or headgear.

The Sheriff shall take disciplinary measures as a result of the weigh-in to be performed on or about January 1, of each year, but not as a result of other scheduled weigh-ins.

Employees shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1, of each year. Failure to do so shall be cause for disciplinary action by the Sheriff. Said disciplinary action may consist of a verbal warning, written reprimand, fine, suspension or discharge. Written reprimands and verbal warnings may be grieved up to the Albany County Commissioner of Human Resources level of Article V of this Agreement, by employees hired prior to June 1, 1991, only. Fines, suspension and discharges shall be subject to the grievance procedure for all employees regardless of date of hire.

In cases where an employee is more than thirty-five percent (35%) over his/her maximum at a January weigh-in, the employee will not be disciplined at the following January weigh-in if the employee loses at least fifty percent (50%) of the excess weight by the next January weigh-in and the employee continues to exhibit progress at each interim quarterly weigh-in.

A tolerance to be determined by the County Physician may be allowed if the examining physician provides a statement that the excess weight is lean body mass.

Employees who are found to weigh more than their maximum permissible weight shall commence a weight reduction program consistent with accepted medical practices. The employee shall select their own weight reduction program. However, the Sheriff may require proof of actual participation in the weight reduction program.

b. Periodic Medical Examinations (For All Covered Employees): All employees covered by this Agreement shall be required to have complete medical examinations for the purpose of identifying correctable conditions, in accordance with the following schedule:

Employees Age Frequency

Less than 40	Once every 5 years
40 and over	Once every 3 years

The above schedule is in accordance with recommendations of the American Medical Association.

The County/Sheriff shall select the medical examiner and the County shall assume the full cost for conduct of said examinations.

Medical examinations shall be scheduled during normal work hours, as far as practical, and employees shall receive paid leave at straight time for time spent in attendance at medical examinations.

The results of said medical examinations shall be referred directly and only to the Sheriff and shall not be used in a discriminatory manner.

This section shall not be construed as limiting the right of the County/Sheriff to have any employee submit to a medical examination to verify the employee's ability or inability to physically perform the duties of his/her position.

All covered employees shall have the right to obtain a second medical examination by a reputable physician in order to affirm or refute the findings of the County's medical examiner. This is to be at employee's expense.

All provisions of this procedure may be waived at the Sheriff's discretion.

c. Albany County Sheriff's Department Official Weight Chart

Males

<u>Minimum Acceptable Height</u>		<u>Minimum Acceptable Weight</u>	<u>Maximum Acceptable Weight</u>
5 ft.	2 in.	127	193
	3	128	196
	4	130	200
	5	132	205
	6	134	211
	7	136	215
	8	138	221
	9	140	225
	10	142	231
	11	143	235
6 ft.	0 in.	147	241
	1	150	245
	2	152	252
	3	156	258
	4	160	264

Females

<u>Minimum Acceptable Height</u>	<u>Minimum Acceptable Weight</u>	<u>Maximum Acceptable Weight</u>
4 ft. 10 in.	101	169
11	102	172
5 ft. 0 in.	103	176
1	104	180
2	106	184
3	110	189
4	112	194
5	115	199
6	119	204
7	121	209
8	124	214
9	128	217
10	130	222
11	133	225
6 ft. 0 in.	136	228

Note: The maximum acceptable weight column includes a four (4) pound allowance for underwear, trousers and shirt. Height shall be measured without shoes or headgear.

Section 12. As soon as practicable in 1997, the County will implement a Section 125 Flexible Spending Plan which will at least include deductions for health insurance premium contributions and co-payments, child care expenses and other medical expenses.

Section 13. All Bargaining Unit members shall be eligible to participate in the county-wide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources, as may be amended.

Section 14. All Bargaining Unit members shall be eligible to participate in the Albany County Direct Deposit Program, in accordance with the terms and conditions of said plan, as may be amended.

Section 15. Payroll Error: It is the responsibility of the employee to notify the supervisor of an error in the employee's pay as soon as possible. Verified errors of underpayment will be corrected as soon as possible. In the event of an overpayment, the employee's acceptance of the unearned funds shall constitute his/her consent to the County's future deduction, from whatever wages, or benefit, or retirement related payments that may be or become payable by the County to the employee, in an amount sufficient to reimburse the County for this overpayment, after consultation with the employee.

ARTICLE XXVIII

DEFENSE AND INDEMNIFICATION OF EMPLOYEES

A. Civil Actions and Proceedings

a. Upon compliance by the employee with the provisions of paragraph 5 of this Article, the Employer shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by the Employer.

b. Subject to the conditions set forth in paragraph 1 of this Agreement, the employee shall be represented by the County Attorney or an Assistant County Attorney in a Civil Action or proceeding brought against the employee for any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope set forth in paragraph 1 of this Article, the employee shall be entitled to be represented by private counsel of his/her choice in any action or proceeding whenever the County Attorney of the County of Albany or other counsel designated by the County Attorney determines that a conflict of interest exists, or whenever a Court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his/her choice, provided, however, that the County Attorney, or other counsel designated by the County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Employer to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the County Legislature of the County of Albany.

c. Any dispute with respect to the determination that the alleged action or omission was not within the scope of the employee's public employment or duties, or with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or reasonableness of attorney's fees shall be resolved by the Supreme Court of the State of New York upon motion or by way of special proceeding. While resolution of this dispute is pending, the Employee shall continue the defense of the suit.

d. Where the employee delivers process and a written request for defense to the Employer under paragraph 5 of this Article, the Employer shall take the necessary steps on behalf of the employee to avoid entry of a default judgment pending resolution of any questions pertaining to the obligation to provide for a defense.

e. The duty to defend as prescribed in this Article shall be conditioned upon: (I) Delivery by the employee to the County Attorney of the County of Albany a written request to provide for his/her defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading, within five (5) calendar days after he/she is served with such document, and (II) the full cooperation of the employee in the defense of such action or proceeding and in

defense of any action or proceedings against the Employer based upon the same act or omission, and in the prosecution of any appeal.

f. The benefits of this section shall inure only to the employees as defined by this Collective Bargaining Agreement and shall not enlarge or diminish the rights of any other party nor shall any provisions of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

g. Except as otherwise specifically provided in the Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any employee by, in accordance with, or by reason of, any other provision of State or Federal Statutory or common law.

1) This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section ten of the Court of Claims Act, Section Fifty-E of the General Municipal Law, or any other provision of law.

2) The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this section, or to act as self-insurer with respect thereto.

3) All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as public charges.

4) The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy or insurance.

B. Indemnification of Civil Judgment

a. The Employer shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a State or Federal Court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties provided further that in the case of settlement the duty to indemnify and save harmless shall be conditioned upon the approval of the amount the settlement by the County Legislature of the County of Albany.

b. The duty to defend or indemnify and save harmless prescribed in this Article shall be conditioned upon: (I) delivery by the employee to the County Attorney of the County of Albany a written request to provide for his/her defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading, within five (5) calendar days after he/she is served with such document, and (II) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the Employer based upon the same act or omission, and in the prosecution of any appeal.

c. Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Article shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

d. Nothing contained in this Article shall authorize the Employer to indemnify or save harmless any employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to Section 51 of the General Municipal Law: provided, however, that the Employer shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfulness on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this State or the United States.

e. Upon entry of a final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or by registered mail within thirty (30) calendar days of the date of entry or settlement, upon the County Attorney of the County of Albany; and if not inconsistent with the provisions of this Article, the amount of such judgment or settlement shall be paid by the Employer.

f. The benefits of this section shall inure only to the employees as defined by this Collective Bargaining Agreement and shall not enlarge nor diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

g. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any employee by, in accordance with, or by reason of, any provision of State or Federal Statutory or Common Law.

1) This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section ten of the Court of Claims Act, Section fifty-E or the General Municipal Law, or any other provision of law.

2) The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.

3) All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

4) The provisions of this section shall not be construed to impair, alter, or modify the rights and obligations of any insurer under any policy of insurance.

C. Criminal Charges:

a. Upon compliance by the employee with the provisions of paragraph 3 of this section, and subject to the conditions set forth in paragraph 2 of this section, it shall be the duty of the Employer to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his or her defense of a criminal proceeding in a State or Federal Court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties, upon his/her acquittal or upon the dismissal of the criminal charges against him/her. This duty to provide for a criminal defense shall not arise where such criminal action or proceeding is brought by or at the behest of the Employer.

b. Upon application for reimbursement for reasonable attorneys' fees and litigation expenses made by or on behalf of an employee as provided in paragraph 3 of this section, the County Attorney of the County of Albany shall reasonably determine, based upon his/her investigation and his/her view of the facts and circumstances of the criminal proceeding, whether reimbursement of reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify the employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee, it shall be the duty of the employee to notify in writing to the County Attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his/her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall further have the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees which the Employer shall reimburse to the employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall certify charges of such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of special proceedings. Pending the outcome of the dispute, the Employer will take all reasonable steps necessary to provide for the criminal defense of the employee.

c. Reimbursement of a reasonable attorneys' fees and litigation expenses by the Employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office or Department of Law of the County of Albany by the employee of a written request for reimbursement of defense expenses together with the original or copy of an accusatory instrument within ten (10) calendar days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee in the defense of any action or proceeding against the Employer based upon the same act, and in the prosecution of any appeal.

d. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any employee, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of State, Federal statutory or common law.

1) This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section ten of the Court of Claims Act, Section fifty-E of the General Municipal Law, or any other provision of law.

2) The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.

3) All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a manner as other public charges.

4) The provisions of this section shall not be construed to impair, alter, or modify the rights and obligations of any insurer under any policy of insurance.

ARTICLE XXIX

NO STRIKE OR LOCKOUTS

Section 1. The Union, on behalf of itself and the employees covered by this Agreement affirms that both the Union and the employees do not assert the right to strike against the Employer or any government, to assist or participate in such strike, or to impose any obligation to conduct, assist or participate in such a stoppage of work or slowdown. The Employer will not institute or take part in any lockout of employees.

ARTICLE XXX

PRESERVATION OF BENEFITS

Section 1. With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the exercise of rights reserved to the Employer by Article III of this Agreement.

ARTICLE XXXI

SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof, this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall

apply only to the specific article, section or portion thereof directly specified in this decision. Upon the finalization of any such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated article, section or portion thereof.

ARTICLE XXXII

PRINTING AND DISTRIBUTION OF AGREEMENT

Section 1. The Employer agrees to provide sufficient copies of this Agreement in handbook form to the Union and to all present employees in the bargaining unit, the full cost of which will be borne by the Employer. The Employer shall also provide copies of this Agreement to all new employees as they are hired.

ARTICLE XXXIII

STATUTORY PROVISIONS

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXIV

TOTAL AGREEMENT

The foregoing Agreement between the parties shall supersede any and all previous personnel rules, regulations, local law, or resolution and no verbal statements or other amendments, except an amendment mutually agreed upon by the parties in writing and signed by the appropriate authorized representative of the Employer and the Union, and which is annexed thereto and designated as an amendment to this Agreement, shall supersede or vary the provisions of this Agreement.

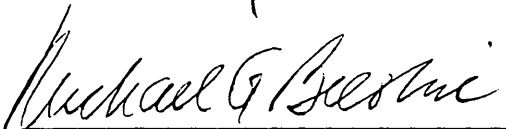
ARTICLE XXXV
EFFECTIVE DATE AND TERMINATION

This Agreement shall be effective as of January 1, 2001, and shall remain in full force and effect until and including the 31st day of December, 2003. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing at least one hundred and eighty (180) calendar days in advance of the expiration date that they desire to modify this Agreement. It is understood and agreed that the provisions of this Agreement will remain in effect during the period of negotiations and until superseded by a new Agreement.

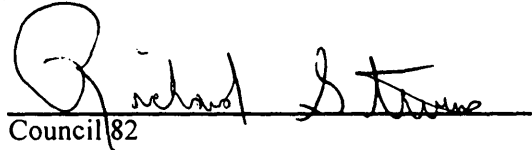
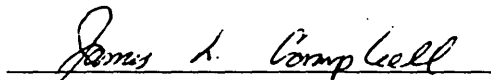
In witness whereof, the parties hereto have set their hands this 5th day of March, 2001

FOR THE COUNTY OF ALBANY

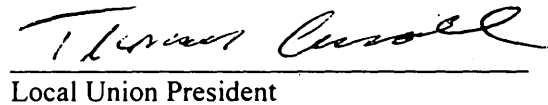
FOR SECURITY AND LAW ENFORCEMENT
COUNCIL 82, AND LOCAL UNION 775 OF
THE AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES AFL-
CIO

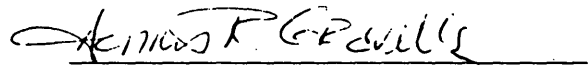


Michael G. Breslin
County Executive


Council 82

James L. Campbell
Albany County Sheriff


Local Union President

_____

APPENDIX A

CORRECTION OFFICER

	BASE	I	II	III	IV	V
2001	32,808	33,751	34,666	35,592	36,526	38,344
2002	33,792	34,763	35,706	36,660	37,622	39,494
2003	35,143	36,154	37,134	38,126	39,127	41,074

SENIOR ID OFFICER

	BASE	I	II	III	IV	V
2001	34,473	35,503	36,539	37,574	38,609	40,526
2002	35,507	36,568	37,635	38,701	39,768	41,742
2003	36,928	38,031	39,140	40,249	41,358	43,412

ID OFFICER

	BASE	I	II	III	IV	V
2001	33,349	34,411	35,478	36,541	37,607	39,558
2002	34,349	35,444	36,543	37,637	38,735	40,745
2003	35,723	36,861	38,004	39,142	40,284	42,375

ALBANY COUNTY 207-C PROCEDURES

SECTION 1: APPLICABILITY

Section 207-c of the General Municipal Law provides that any Deputy Sheriff or Corrections Officer of the Sheriff's Department of any County who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefore has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury of illness.

The following procedures shall regulate the application and benefit award process for §207-c.

SECTION 2: DEFINITIONS

- a. County - The County of Albany
- b. Sheriff - Sheriff of Albany County
- c. Claimant - Any sworn Deputy Sheriff or Corrections Officer of the County of Albany who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties.
- d. Risk Manager - the individual designated by the County of Albany who is charged with the responsibility of administering the procedures herein.
- e. Section 207-c Benefits - the regular salary or wages and medical treatment and hospital care payable to an eligible claimant under §207-c. Section 207-c Benefits shall not include payment of Uniform Allowance, continued accrual of leave time, or other contractual benefits to which active employees are entitled. Health insurance benefits under this agreement shall remain in effect.

SECTION 3: APPLICATION OF BENEFITS

1. Any claimant who is injured in the performance of his duties or is taken sick as a result of the performance of his duties, shall file a written incident report with the Sheriff and the Risk Manager within 24 hours of the injury or illness or any claims arising therefrom shall be barred. Upon sufficient reason, an application for §207-c benefits may be entertained in the discretion of the Risk Manager, notwithstanding the failure to file the necessary incident report within the required 24 hours.
2. The incident report shall include the following information:
 - a. the time, date and place of the incident;

- b. a detailed statement of the facts surrounding the incident;
 - c. the nature and extent of the claimant's injury or illness; and
 - d. the names of any possible witness to the incident.
3. An application for §207-c benefits may be filed on behalf of a claimant within ten (10) days of either the date of the incident giving rise to the claim or the discovery of any incident produced injury or illness provided the necessary reporting requirements have been satisfied. The application may be made by either the claimant or by some other person authorized to act on behalf of the claimant. All applications for §207-c benefits shall be made in writing, using an official application form, which shall include the following information:
- a. The time, date and place where the injury or illness producing incident occurred;
 - b. A detailed statement of the particulars of the incident;
 - c. The nature and extent of the claimant's injury or illness;
 - d. The claimant's mailing address;
 - e. The names of any potential witnesses; and
 - f. The name and address of all of claimant's treating physicians.
4. The Risk Manager may excuse the failure to file (the failure to file) the application within the ten day period, upon a showing of good cause.

SECTION 4: AUTHORITY AND DUTIES OF RISK MANAGER

1. The Risk Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.
2. The Risk Manager shall have the authority to:
 - a. employ experts and specialist to assist in the rendering of the determination of eligibility;
 - b. require the production of any book, document or other record that pertains to the application or injury.
 - c. require the claimant to submit to one or more medical examinations;

- d. require the claimant to sign forms for the release of medical information that bears upon the application;
- e. require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; and
- f. do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a claimant must cooperate with the county and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made upon the investigation without holding a hearing:

The Risk Manager shall mail a written copy of his or her decision to the claimant and the Sheriff within ten (10) days of his or her determination. The written determination shall set forth the reasons for the Risk Manager's decision.

SECTION 5: TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, any time off taken by the claimant that he or she claims is the result of an injury or illness given rise to the application shall be charged to the claimant's leave time accruals in the following order: sick leave, personal leave, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his or her available leave accruals, the Risk Manager may, in his or her sole discretion, authorize the payment of claimant's benefits throughout the period which the application is being processed, if it appears probable that the claimant will be eligible for such benefits and the Risk Manager so determines.
2. If the Risk Manager determines that the claimant is eligible for §207-c benefits, all accruals charged to the claimant during the pendency of the application shall be recredited to the claimant. If the applicant is determined to be ineligible for §207-c benefits, any benefits paid to the claimant beyond the claimant's accruals shall be refunded to the County and may be recovered in a civil action or payroll deduction.

SECTION 6: MEDICAL TREATMENT

1. After the filing of an application, the Risk Manager may require a claimant to submit to one or more medical or other health examinations as may be directed by the Risk Manager, including examinations necessary to render an initial determination of eligibility, examinations or inspections conducted to determine if the claimant has recovered and is able to perform his or her regular duties, and/or examinations required to process an application for accidental disability retirement. Such treatment may include, but is not limited to medicine and/or surgical techniques deemed necessary by the appointed physicians. Any §207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his or her rights under §207-c from that day forward. In the event, however, of a conflict in medical conclusions or

determinations as specified in 6.2 below, such waiver shall apply only from the date of any third physician's conclusion or determination which directs such medical treatment.

2. The claimant shall also have the right to obtain a medical or other health examinations(s) from a physician of the claimant's own choosing, for all purposes and situations outlined in 6.1 above. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the Risk Manager and the physician(s) selected by the claimant, the County and the Union will mutually agree upon a third physician to conduct an examination(s) of the claimant. The conclusion or determination of this third physician will be final and binding.
3. Medical Reports - All physicians, specialists and consultants treating a claimant or recipient of §207-c benefits shall be required to file a copy of any and all reports with the Risk Manager. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports.
4. Payment of Medical and Related Services - A claimant approved to receive §207-c benefits must notify the Risk Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.
5. No claim for surgical operations or physiotherapeutic costing more than \$150.00 shall be paid unless they were required in an emergency or authorized in advance by the Risk Manager
6. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Risk Manager for the particular items billed, stating thereon that the items supplied were implied as a consequence of the injury or illness upon which claim for §207-c benefits is based.

SECTION 7: LIGHT DUTY ASSIGNMENTS

1. Any claimant receiving §207-c benefits who is not eligible for or who is not granted an accidental disability retirement allowance or retirement for disability concurred in performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the personnel manager to determine the recipients ability to perform certain specified light duty. Any claimant deemed able to perform specified light duty by the personnel manager may be directed by the Sheriff, in his or her sole discretion, to perform such light duty.
2. Any claimant who disagrees with the order to report for light duty may request a hearing under § 11, within 48 hours after receipt of the order, with the Risk Manager. Pending a determination with respect to the order, the claimant may use available vacation, or personal leave accruals.

3. Payment of full §207-c benefits shall be discontinued with respect to any individual who fails or refuses to perform light duty if the same is available and offered to the individual. If the individual is ultimately found to be incapable of performing light duty following a hearing, the full amount of his or her regular salary or wages and/or accruals shall be reimbursed retroactive to the date of discontinuance.

SECTION 8: CHANGES IN CONDITION OF RECIPIENT

1. Every §207-c recipient shall be required to notify the Risk Manager of any change in his or her condition which may enable the recipient to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within 48 hours of any such change

SECTION 9: RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Risk Manager shall have the right to review the eligibility of every §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:
 - a. requiring recipients to undergo medical diagnosis by physician or physicians chosen by the Risk Manager.
 - b. requiring recipients to testify as to their current conditions; and
 - c. requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

SECTION 10: TERMINATION OF BENEFITS

1. If for any lawful reason, including but not limited to all those reasons specified in these procedures, the Risk Manager determines that a recipient is no longer or was never eligible for benefits, the Claim Manager shall terminate such benefits as of the date of the determination of ineligibility. Notice of such termination and the reasons therefore shall be served by mail upon the claimant and the sheriff. The claimant, within ten (10) days after mailing of the notice of termination, may request a hearing to review the decision to terminate §207-c benefits. Pending a determination under this Section, the claimant may use available vacation or personal leave accruals. Any benefits paid to a claimant who is later determined to have been eligible for all or part of such benefits shall be required to refund to the County that amount of monies received to which he or she was unentitled. If such refund is not made immediately, it may be recovered by the County in a civil action, or by payroll deduction.

SECTION 11: HEARING PROCEDURES

1. Hearings requested under the provisions of these procedures shall be conducted as follows:
 - a. The Risk Manager shall designate a hearing officer, in rotating order from a panel mutually established by the County and the Union, to conduct a hearing related to the issues to be determined. The claimant may be represented by a designated representative and may subpoena witnesses. The claimant shall pay for the expenses and fees of his or her representative medical experts and any other witnesses subpoenaed by the claimant. The hearing officer shall cause a transcript to be made. After such hearing, the hearing officer shall present the record and recommendation to the Sheriff, who, shall, after review of the record and recommendations, determine whether to approve, modify or reject the recommended report. The Sheriff shall decide the matter within 14 days after receipt of the recommendation and shall notify the claimant of the decision in writing. Such decision may be reviewed pursuant to the provisions of Article 78 of the Civil Practice Law and Rules.

SECTION 12: COORDINATION WITH WORKER'S COMPENSATION BENEFITS

1. Upon payment of §207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the County for periods during which a claimant received §207-c benefits. If the claimant shall have received any worker's compensation benefits hereunder which were required to be paid to the County, the claimant shall repay such benefit received to the County or such amounts due may be offset from and §207-c benefits thereafter. Upon termination of §207-c benefits, any continuing worker's compensation benefits shall be payable to the applicant. The parties shall not be bound by any determination of the Workers' Compensation Board.

SECTION 13: DISCONTINUATION OF SALARY AND WAGE BENEFITS UNDER DISABILITY RETIREMENT

1. Payment of the §207-c benefits shall be discontinued with respect to any claimant who is granted an accidental pension.

SECTION 14: MISCELLANEOUS

A claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.