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#### **Contract Database Metadata Elements**

Title: **Clinton, County of and Clinton County Sheriff and Clinton County Deputy Sheriffs Police Benevolent Association, CSEA, Local 1000 AFSCME, AFL-CIO (2003)**

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

Union: **Clinton County Deputy Sheriffs Police Benevolent Association, CSEA, AFSCME, AFL-CIO**

Local: **1000**

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

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

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AGREEMENT  
BETWEEN  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
CLINTON COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION  
And  
COUNTY OF CLINTON AND CLINTON COUNTY SHERIFF

This agreement is entered into between the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("CSEA"), the Clinton County Deputy Sheriff's Police Benevolent Association ("PBA"), and the County of Clinton and Clinton County Sheriff ("Joint Employer").

Whereas CSEA is the duly recognized representative for the purposes of collective negotiations pursuant to Section 204.1 of the Civil Service Law, with respect to employees of the Joint Employer in a bargaining unit ("Unit") consisting of the following titles: Deputy Sheriff, Deputy Sheriff Corporal, Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant and Deputy Sheriff Detective; and

Whereas, through a secret ballot election administered by the Public Employment Relations Board in PERB Case C-5817, a majority of employees in the Unit have selected the PBA, as their representative for the purposes of collective negotiations pursuant to Section 204.1 of the Civil Service Law; and

Whereas, PERB is unable to certify the election result and determine PBA as exclusive representative of the Unit for an indeterminate period of time due to PERB not having a sufficient number of PERB Board members; and

Whereas, CSEA does consent to relinquishing its right of representation with respect to the Unit, pending certification of the PBA by PERB; and

Whereas, the Joint Employer is willing to recognize the PBA as the representative for the purposes of collective negotiations pursuant to Section 204.1 of the Civil Service Law, with respect to employees in the Unit;


NOW THEREFORE IT IS AGREED TO BY ALL PARTIES AS FOLLOWS:


1. CSEA does hereby relinquish its rights as representative of the Unit.
2. The Joint Employer does hereby recognize, pursuant to Section 204.1 of the Civil Service Law, the PBA, as the representative of its employees in the titles within the Unit as listed hereinabove for purposes of collective negotiations and the determination and administration of grievances arising under the terms and conditions of employment.

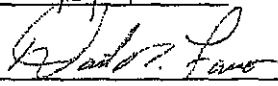
3. This Agreement shall become effective upon execution.

FOR COUNTY OF CLINTON AND  
CLINTON COUNTY SHERIFF

FOR CLINTON COUNTY POLICE  
BENEVOLENT ASSOCIATION

  
BY: James R. Langley, Jr.  
Its Chairman of the Legislature

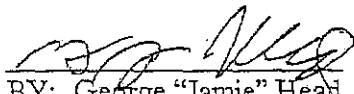
  
BY: Paul Risetto  
Its President

Date: 12/5/07  
  
BY: David N. Favro  
Its Clinton County Sheriff

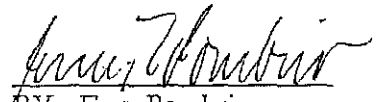
Date: 11/13/07

Date: 12/10/07

FOR CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.

  
BY: George "Jamie" Head  
Its Unit 6450-03 President

Date: 11/29/07

  
BY: Emy Pombrio  
Its Labor Relations Specialist

Date: 11/26/07

**AGREEMENT**

by and between the  
**COUNTY OF CLINTON**  
and the

**SHERIFF OF CLINTON COUNTY**  
and the

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**  
**LOCAL 1000 A.F.S.C.M.E., A.F.L.-C.I.O.,**  
**CLINTON COUNTY SHERIFF'S UNIT 6450-01, OF LOCAL 884**

**January 1, 2003 - December 31, 2007**

|   |    |
|---|----|
| <u>ARTICLE 1</u>  |    |
| Preamble .....  | 1  |
| <u>ARTICLE 2</u>  |    |
| Recognition of Bargaining Unit .....                    | 1  |
| <u>ARTICLE 3</u>  |    |
| Definition of Employees .....                           | 2  |
| <u>ARTICLE 4</u>  |    |
| Posting of Positions .....                              | 3  |
| <u>ARTICLE 5</u>  |    |
| Leave Time Year.....                                    | 3  |
| <u>ARTICLE 6</u>  |    |
| Normal Work Week.....                                   | 5  |
| <u>ARTICLE 7</u>  |    |
| Rules and Regulations for the Sheriff's Department..... | 6  |
| <u>ARTICLE 8</u>  |    |
| Overtime .....  | 6  |
| <u>ARTICLE 9</u>  |    |
| Wages, Salaries and Increments .....                    | 7  |
| <u>ARTICLE 10</u>                                       |    |
| Shift Differential.....                                 | 8  |
| <u>ARTICLE 11</u>                                       |    |
| Holidays .....  | 8  |
| <u>ARTICLE 12</u>                                       |    |
| Personal Leave.....                                     | 9  |
| <u>ARTICLE 13</u>                                       |    |
| Vacation Leave.....                                     | 9  |
| <u>ARTICLE 14</u>                                       |    |
| Sick Leave .....  | 10 |
| <u>ARTICLE 15</u>                                       |    |
| Sick Leave Bank .....                                   | 12 |
| <u>ARTICLE 16</u>                                       |    |
| Leaves of Absence .....                                 | 14 |
| <u>ARTICLE 17</u>                                       |    |
| Workers Compensation .....                              | 15 |

|  |    |
|--|----|
| <u>ARTICLE 18</u>  |    |
| Personal Liability/Injury .....                            | 16 |
| <u>ARTICLE 19</u>  |    |
| Insurance and Retirement .....                             | 16 |
| <u>ARTICLE 20</u>  |    |
| Additional Benefits .....                                  | 18 |
| <u>ARTICLE 21</u>  |    |
| Mileage Allowance .....                                    | 18 |
| <u>ARTICLE 22</u>  |    |
| Issuance of Clothing and/or Uniforms .....                 | 18 |
| <u>ARTICLE 23</u>  |    |
| Educational Tuition Assistance .....                       | 20 |
| <u>ARTICLE 24</u>  |    |
| Mandated Meetings .....                                    | 20 |
| <u>ARTICLE 25</u>  |    |
| Reciprocal Rights/Labor Management .....                   | 21 |
| <u>ARTICLE 26</u>  |    |
| Disputes and Grievances .....                              | 22 |
| <u>ARTICLE 27</u>  |    |
| Employee Appraisal .....                                   | 23 |
| <u>ARTICLE 28</u>  |    |
| Discipline and Discharge Action .....                      | 24 |
| <u>BACKGROUND AND INTENT OF ARTICLE 6, SECTION 2</u> ..... | 25 |
| <u>BASE SALARY SCHEDULE</u> .....                          | 27 |
| <u>SALARY SCHEDULE, 2003</u> .....                         | 28 |
| <u>SALARY SCHEDULE, 2004</u> .....                         | 29 |
| <u>SALARY SCHEDULE, 2005</u> .....                         | 30 |
| <u>SALARY SCHEDULE, 2006</u> .....                         | 31 |
| <u>SALARY SCHEDULE, 2007</u> .....                         | 32 |
| <u>SIGNATURE</u> .....                                     | 33 |

AGREEMENT  
by and between the  
COUNTY OF CLINTON  
and the  
SHERIFF OF CLINTON COUNTY  
and the  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000 A.F.S.C.M.E., A.F.L.-C.I.O.,  
CLINTON COUNTY SHERIFF'S UNIT 6450-01, OF LOCAL 884

THIS AGREEMENT is effective January 1, 2003 through December 31, 2007, between the County of Clinton, New York, a municipal corporation existing under the laws of the State of New York, SHERIFF OF CLINTON COUNTY, party of the first part, hereinafter called the "Employer" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000/AFSCME, AFL-CIO, CLINTON COUNTY SHERIFF'S UNIT 6450-01 OF LOCAL 884 a membership corporation, party of the second part, hereinafter called the "C.S.E.A."

WITNESSETH

ARTICLE 1  
PREAMBLE

The Employer and C.S.E.A. do hereby declare it to be their mutual policy that in order to promote harmonious labor relations between the Employer and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees Fair Employment Act and that no article or section in this contract is intended to be construed as in violation of any New York State Civil Service Law. Both parties to this agreement furthermore affirm that public employment is to be regarded as a lifelong career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with Clinton County, the best personnel available. We furthermore affirm that each employee shall at all times be a dedicated, courteous and efficient representative of public employment realizing full well that he/she is under the constant scrutiny of the public at large and that he/she is performing an essential service private enterprise cannot undertake.

ARTICLE 2  
RECOGNITION OF BARGAINING UNIT

Section 1. The Employer recognizes C.S.E.A. LOCAL 1000 AFSCME, AFL-CIO as the exclusive representative for purposes of collective bargaining and the administration of grievances for the unit consisting of Corrections Officers, Correction Corporals, Correction Sergeants, Correction Lieutenants, Deputy Sheriffs, Deputy Sheriff Corporals, Deputy Sheriff Sergeant, Deputy Sheriff Lieutenants and Deputy Sheriff Detectives. All other employees are excluded.

Section 2. The Employer agrees that it shall deduct from the wages of the members of C.S.E.A. and remit to C.S.E.A., or its designated agent, the regular membership dues and other authorized deductions for those members of C.S.E.A. who sign authorization permitting such payroll deductions. Such deductions shall be made

in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization. The County agrees to remit such amounts that are withheld to the Association or its designated agent once each month or in such manner as the Employer and C.S.E.A. may otherwise agree. The employer shall deduct from the salary of every non-member in this negotiating unit an agency fee deduction equal in amount to the dues established by C.S.E.A., Inc. Said Agency Fee and regular dues of union members shall be transmitted in a single check to C.S.E.A., Inc., 143 Washington Avenue, Albany, New York 12210.

The Employer will provide C.S.E.A. with a list of all employees within the Bargaining Unit once each fiscal year. The Employer will also provide the unit president with a list of new employees in the unit each payroll.

Section 3. The Clinton County Sheriff's Unit of C.S.E.A. affirms that it does not assert the right to strike against the Employer or to assist, participate in or abet such a strike.

Section 4. When federal, state or local mandates cause revisions to policies and procedures within each Department, then any relevant item of this contract may be opened for impact negotiations in accordance with the Taylor Law rights of each party.

### ARTICLE 3 DEFINITION OF EMPLOYEES

#### Section 1. Seniority

Seniority shall commence upon the date of first permanent appointment. Part-time permanent employees shall be included in a separate seniority roster which shall be subordinate to the seniority roster of full-time employees. The Sheriff agrees to abide by such seniority preference list in connection with layoffs from and return to work based upon the individual employee and his/her job classification. In accordance with Clinton County Civil Service Rules and Regulations.

#### Section 2. Maintenance of Benefits

1. An employee, regardless of status, in a position which entitles the employee to accumulate benefits, accepts another position, whether in the same department or another department, shall be entitled to carry over and continue to use, his/her previously accumulated benefits as long as there is no break in service. After such change, the employee shall then accrue or be entitled to the benefits, if any, in the new category of employment as defined in this Article. This is not to be construed in any way to accord benefits to temporary employees.

2. An employee, in any category, who has accumulated benefits and is laid off by the Sheriff and who subsequently returns to service within one year's time shall be entitled to restoration of benefits commencing from the point of layoff which were unused or not paid by the Employer at the time of layoff. Upon return to service, the employee shall then accumulate benefits, if any, in accordance with the terms of the position to which the employee was restored. No benefits shall accrue, apply or be credited for the period of time on layoff.



3. At the Sheriff's discretion, any employee who terminates his/her service with the Employer by resignation but returns to work for the Clinton County Sheriff's Department within one year of resignation, shall be restored to the same level of benefits and pay as was the case before the resignation. No benefits shall be credited for the period of time not in County service.

#### ARTICLE 4 POSTING OF POSITIONS

In the event a vacancy occurs which the Sheriff wishes to fill or a new position is created, said vacancy or position shall be posted within the department for five (5) consecutive calendar days. The notice will list the qualifications and the salary for the position. Employees within the Department in which the vacancy occurs shall be given the opportunity to make first application. In filling the position, seniority shall be taken into consideration along with other qualifications of applicants. The final decision in all appointments is reserved to management within the parameters of Civil Service Law and County Rules for appointments.

#### ARTICLE 5 LEAVE TIME YEAR

Effective January 1, 2003, the Leave Time Year for which vacation allowance, time credits, and time deductions are calculated shall coincide with the payroll year. The payroll year is defined as the 26 (or 27) pay periods whose pay dates (check date) all occur within the same calendar year. The following calendars (2003 through 2007) highlight the last leave time period for which carryover vacation leave time and personnel days must be used each year with a box marking the last day to use time (use or lose).

**December 2003**

| Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|-----|-----|------|-----|-------|-----|-----|
|     | 1   | 2    | 3   | 4     | 5   | 6   |
| 7   | 8   | 9    | 10  | 11    | 12  | 13  |
| 14  | 15  | 16   | 17  | 18    | 19  | 20  |
| 21  | 22  | 23   | 24  | 25    | 26  | 27  |
| 28  | 29  | 30   | 31  |       |     |     |

**December 2006**

| Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|-----|-----|------|-----|-------|-----|-----|
|     |     |      |     |       | 1   | 2   |
| 3   | 4   | 5    | 6   | 7     | 8   | 9   |
| 10  | 11  | 12   | 13  | 14    | 15  | 16  |
| 17  | 18  | 19   | 20  | 21    | 22  | 23  |
| 24  | 25  | 26   | 27  | 28    | 29  | 30  |
| 31  |     |      |     |       |     |     |

**December 2004**

| Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|-----|-----|------|-----|-------|-----|-----|
|     |     |      | 1   | 2     | 3   | 4   |
| 5   | 6   | 7    | 8   | 9     | 10  | 11  |
| 12  | 13  | 14   | 15  | 16    | 17  | 18  |
| 19  | 20  | 21   | 22  | 23    | 24  | 25  |
| 26  | 27  | 28   | 29  | 30    | 31  |     |

**December 2007**

| Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|-----|-----|------|-----|-------|-----|-----|
|     |     |      |     |       |     | 1   |
| 2   | 3   | 4    | 5   | 6     | 7   | 8   |
| 9   | 10  | 11   | 12  | 13    | 14  | 15  |
| 16  | 17  | 18   | 19  | 20    | 21  | 22  |
| 23  | 24  | 25   | 26  | 27    | 28  | 29  |
| 30  | 31  |      |     |       |     |     |

**December 2005**

| Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|-----|-----|------|-----|-------|-----|-----|
|     |     |      |     | 1     | 2   | 3   |
| 4   | 5   | 6    | 7   | 8     | 9   | 10  |
| 11  | 12  | 13   | 14  | 15    | 16  | 17  |
| 18  | 19  | 20   | 21  | 22    | 23  | 24  |
| 25  | 26  | 27   | 28  | 29    | 30  | 31  |

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**ARTICLE 6**  
**NORMAL WORKWEEK**

**Section 1.** Work Week –

- (a) The regular work week will consist of five (5) workdays totaling forty-one and one quarter (41.25) hours per calendar week for all classes of law enforcement and correction officers.
- (b) The regular work day for each law enforcement officer and correction officer shall consist of a period of eight and one quarter (8.25) consecutive hours within a twenty-four (24) hour period commencing at the start of the employee's scheduled shift, except in an emergency or extenuating circumstances.
- (c) There will be scheduled at least two (2) twenty-four (24) hour days off per calendar week for each employee, excluding specially assigned duties, emergencies, extenuating circumstances and during scheduled training periods. If an employee is required to attend training on one of their regularly-scheduled days off, the employee may, with the approval of the Undersheriff, either receive a lieu day or be paid time and one-half for the training day.

**Section 2.** Copies of department work schedules will be developed annually. Seniority in title will be the factor considered by the Sheriff, or his designee, in scheduling tour assignments subject to the needs of the department and the skills of the employees needed by the department. Said schedule shall be posted monthly as a reminder to all employees by the Sheriff or Undersheriff subject to change depending on Department needs. This will enable employees to schedule their personal lives annually versus monthly. (see attachment #1 for clarification)

- (a) Annual schedules shall be developed based upon the coverage of the three following shifts:

6:45 AM to 3:00 PM  
2:45 PM to 11:00 PM  
10:45 PM to 7:00 AM

The Sheriff has the exclusive right to modify an employee's work shift to meet operational needs. This process shall not be utilized as a punitive or reward system.

**Section 3.** There shall be no changes in an employee's work week or tour of duty except in an emergency or in a specific case, with 7 calendar days notice. Employees are required to provide the Sheriff or the Undersheriff with at least 7 calendar days advance notice of their expected use of leave days.

**Section 4.** The Clinton County Sheriff's Department provides a twenty-four hour per day, seven days per week service. Therefore, employees shall not receive any special benefits in case of emergency closure of other County agencies.

**ARTICLE 7**  
**RULES AND REGULATIONS FOR SHERIFF'S DEPARTMENT**

The Union will be supplied a copy of the current rules and regulations for the Sheriff's Department. The Union may make suggestions for revisions. Within thirty (30) days, the Sheriff will issue final rules which may or may not be different from original rules. The Sheriff's decision is final.

**ARTICLE 8**  
**OVERTIME**

Section 1. Any hours authorized and worked over and above a work week of forty (40) hours or eight (8) hours in a given day, an employee shall be paid at the rate of one and one-half times the employee's rate of pay.

Section 2. The Sheriff, or his designee, will establish two lists of employees. One list will be titled, "Patrol Division Employees". The other list will be titled, "Correction Division Employees". Both lists will be set up in order of seniority.

(a) When the need for overtime in excess of four hours exists within each category, the Sheriff, or his designee, will refer to the established voluntary overtime sign up list to canvas for volunteers to work. During the interim of filling the overtime vacancy, a supervisor may ask for volunteers to remain on duty as a continuation of duty until relief arrives. If the continuation of duty results in less than four hours of overtime, this shall have no affect on the overtime list.

(b) In the event there is a need for overtime in either or both categories and no one volunteers, assignments from the lists will be made in inverse order of seniority. The lists shall rotate when assignments are made pursuant to this section. The assigning supervisor will maintain a ledger of calls to insure that an employee was called in order to assess proper rotation of lists. The ledger will be retained for the Sheriff's periodic review. The ledger will record the employee's name, the date, and time called, and reason for refusal of overtime, if refused, and initialed by the caller.

(c) Anyone who refuses overtime (after no one volunteers) without being excused by the Sheriff, or his designee, depending on the nature of the circumstances and refusal, may be subject to departmental discipline.

(d) Nothing herein shall be construed or interpreted to prevent the Sheriff and the Department from meeting overtime needs in the event the preceding provisions fail to produce sufficient and qualified personnel for overtime. In such event, and in cases of emergency, the Sheriff or his designee, shall assign overtime from anywhere on the lists as he deems necessary and in the best interest of the Department.

Section 3. Any employee called to work other than the normally scheduled work day shall receive a minimum of three (3) hours call-back pay. If such hours result in over eight (8) hours worked in a given workday or forty (40) hours in a given work week, such employee shall be entitled to overtime pay at a rate of time and one-half of their regular pay.

Section 4. Time in travel which requires the County Administrator approval shall be compensated according to Fair Labor Standards Act and the current contract. Time in travel for training purposes in excess of the regular working day will be compensated at straight time.

Section 5. All sick leave, personal leave and other paid leave time off shall be considered as time worked for the purpose of computing overtime.

Section 6. The Employer shall not prevent an employee from working his/her normal shift and/or workweek in order to relieve themselves of the responsibility of paying such overtime.

Section 7. No employee may rearrange or otherwise alter their daily or weekly work schedule in order to create overtime without prior written approval of Sheriff or the Undersheriff.

Section 8. Overtime shall be subject to the rules and regulations of the F.L.S.A. as they apply to public employees.

Section 9. Any violation of the proper and prescribed function of the "overtime procedure" by any employee may be subject to departmental discipline as ordered by the Sheriff or his designee.

#### ARTICLE 9 WAGES, SALARIES AND INCREMENTS

Wages and salaries shall be as contained in the attached salary schedules which shall become effective as specified in each year of the agreement respectively:

A. Salary Increases:

1. Effective January 1, 2003 all members of the bargaining unit shall receive a 2.5% increase in their annual salary.
2. Effective January 1, 2004 all members of the bargaining unit shall receive a 2.8% increase in their annual salary.
3. Effective January 1, 2005 all members of the bargaining unit shall receive a 3.0% increase in their annual salary.
4. Effective January 1, 2006 all members of the bargaining unit shall receive a 3.25% increase in their annual salary.
5. Effective January 1, 2007 all members of the bargaining unit shall receive a four percent (4%) increase or a cost of living increase, whichever is greater. The cost of living increase, if applicable, shall be based on the percentage change in the Consumer Price Index for the twelve (12) month period January 1, 2006 - December 31, 2006. The index used shall be the All Cities Average - All Urban Consumer as reported by the Bureau of Labor Statistics.

B. Promotions:

The Sheriff recognizes the importance of quality leadership within the department. Therefore, for any member who is promoted or appointed to any of the below listed supervisory positions shall receive the corresponding pay increase:

|                              |            |
|------------------------------|------------|
| a) Deputy Sheriff Corporal   | \$1,200.00 |
| b) Deputy Sheriff Sergeant   | \$2,500.00 |
| c) Deputy Sheriff Lieutenant | \$4,000.00 |
| d) Correction Corporal       | \$1,200.00 |
| e) Correction Sergeants      | \$2,500.00 |
| f) Correction Lieutenant     | \$4,000.00 |

C. Longevity:

The Employer shall pay longevity increments of five hundred dollars (\$500.00) after an employee has completed twenty (20) years of service and further agrees to pay additional increments for each five (5) years of service thereafter. Any leave of absence without pay shall not be considered in computing longevity time. Longevity will be computed from the date of continuous employment.

**ARTICLE 10**  
**SHIFT DIFFERENTIALS**

A. Shift Differential

Tour: 2:45 PM to 11 PM An additional fifty cents (\$.50) per hour.  
Tour: 10:45 PM to 7:00 AM An additional seventy-five cents (\$.75)  
per hour.

Employees working outside of their scheduled shift shall receive the appropriate shift differential for only the actual hours worked within the above shifts.

**ARTICLE 11**  
**HOLIDAYS**

Section 1. The following days shall be treated as legal holidays. Employees shall be credited one paid holiday as each date passes.

New Year's Day January 1<sup>st</sup>  
Martin Luther King Day, 3<sup>rd</sup> Monday in January  
Lincoln's Birthday, February 12<sup>th</sup>  
Washington's Birthday, 3<sup>rd</sup> Monday in February  
Memorial Day, last Monday in May  
Independence Day, July 4<sup>th</sup>  
Labor Day, 1<sup>st</sup> Monday in September  
Columbus Day, 2<sup>nd</sup> Monday in October  
Election Day  
Veterans Day, November 11<sup>th</sup>  
Thanksgiving Day, 4<sup>th</sup> Thursday in November

Christmas Day, December 25<sup>th</sup>

Section 2. A credited holiday can be scheduled as per procedure for any other leave day request. If an employee is unable to utilize their twelve (12) days in the calendar year they were earned, the unused days will be paid out at time and one-half. Time restrictions in Article 5 do not apply to this article.

## ARTICLE 12 PERSONAL LEAVE

Section 1. Personal leave shall be defined as paid absence from employment for personal reasons and shall not be charged against any other type of leave credits. Employees hired on or after January 1, 1980 need to request leave in advance.

Section 2. Each full-time County employee hired prior to January 1, 1980 will receive five personal days to be credited the start of the first pay period of the payroll year. Each full-time County employee hired after January 1, 1980 will receive three personal days to be awarded as follows:

During the 1<sup>st</sup> year of employment, days to be awarded based on starting date:

January through April = \*3 days

May through August = \*2 days

September through December = \*1 day

\*to be credited on the actual starting date of the employee.

Each following year of employment, each full-time County employee hired after January 1, 1980 will be entitled to three personal days to be credited the start of the first pay period of the payroll year.

Section 3. Employees shall be allowed to use personal days for bereavement not provided for in Section 8 of Article 14.

Section 4. Discretionary with the Sheriff or his designee, employees may use personal leave in hourly-units.

## ARTICLE 13 VACATION LEAVE

Section 1. All full-time employees shall be granted annual vacation time, with pay, as follows:

(a) Employees will accrue vacation time at the rate of two weeks (10 working days) per year during the first year of employment and may use it as they earn it.

(b) Any employee, after completing five (5) full years of service, shall be entitled to three weeks, (15 working days) of vacation with pay.

(c) Any employee after completing ten (10) full years of service shall be entitled to four weeks, (20 working days) of vacation with pay.

Section 2. For the calculation of vacation credits, the time recorded on the payroll at the full rate of pay shall be considered as time served by the employee.

Section 3. Earned vacation may be taken by the employee at a time convenient to such employee, with the approval of the Sheriff or Undersheriff. Seniority in title shall be the determining factor by the Sheriff, or his designee, in granting vacation requests subject to the needs of the department and the skills of the employee needed by the department.

Section 4. Vacation earned during an employment year, but not used, may be carried over from that year but must be used during the next succeeding year. In the event an employee is not granted vacation time off during the aforementioned succeeding year, he/she shall receive pay for each day of vacation so earned at their regular rate of pay. Such money shall be paid during the first pay period of the next fiscal year.

Section 5. If an employee or family member, as defined by Article 14, Section 8 of this Agreement, becomes ill while on vacation, such employee shall be allowed to use sick leave for the illness and have their vacation time adjusted, provided such employee notifies the Sheriff or his designee of the change and upon their return to work submits a doctor's certification to the Sheriff or Undersheriff.

Section 6. Should a death occur in the immediate family of an employee as defined by Article 14, Section 8 while such employee is on vacation, the employee shall be allowed to use his/her bereavement leave as stated in this agreement and have their vacation time adjusted provided such employee notifies the Sheriff, or his designee, in writing of the change.

Section 7. Upon termination of employment, all accumulated vacation leave as provided by this agreement shall be paid in a lump sum payment. Such payment shall be based upon the employee's rate of pay at the time of termination.

#### ARTICLE 14 SICK LEAVE

Section 1. Each full-time employee will earn twelve (12) sick days in their first year of employment and fifteen (15) days in each succeeding year of their employment.

Section 2. Each employee may accumulate sick leave up to a maximum of 165 days. After an employee has accumulated 165 days of sick leave, no additional days of sick leave shall be credited to that employee except to the extent of replacing sick days used.

Section 3. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time served by the employee.

Section 4. Earned sick leave may be taken by the employee as they earn it.

Section 5. No sick leave with full pay shall be granted beyond accrued earned credits or approved Sick Bank time.



Section 6. In order to charge sick leave, the employee must report such absence two hours prior to the start of their scheduled shift to the tour supervisor or the Jail Administrator. The failure to report on such day may be excused at the discretion of the Sheriff, or his designee, if such failure results from the nature of the illness.

Section 7. In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the Sheriff or his designee. Presentation of a Physician's Certificate in the prescribed form may be waived for absences up to five (5) working days. Such certificate is mandatory for absences over five (5) working days and, in protracted disability, should be presented to the Sheriff or his designee and the Department of Personnel at the end of each six (6) weeks of continued absence. The Sheriff or his designee shall have the right at anytime to have an independent physical examination (or mental health examination) performed of any employee by a licensed health care provider and at the employer's expense.

Section 8. Sick leave of up to fifteen (15) days in any fiscal year may also be used for the purpose of family illness or bereavement leave. Family illness shall require the same medical proof as personal sick leave. Family sickness and bereavement leave shall be limited to Mother - Father; Husband - Wife; Mother-in-Law or Father-in-Law; Son or Daughter; Sister or Brother; Grandparents; grandchildren; and step-family residing in the household.

Section 9. At the time any employee shall retire from Clinton County service, he/she shall receive a cash payment for unused but accumulated days of sick leave up to a maximum of 165 days. For employees hired prior to January 1, 2000, such payment shall be based upon the employee's rate of pay at the time of retirement. For employees hired on January 1, 2000 and thereafter, payment at the time of retirement will be at the hourly rate when the days were accrued. (When days are used for sick leave purposes, they will be deducted on the basis of first in first out).

Section 10. At the discretion of the Sheriff or his designee and upon approval by resolution of the Clinton County Legislature, permanent employees may be granted additional sick leave with one-half pay for three months after three years of department service, after all available sick leave credits or other credits have been used. Leave, not exceeding twelve months without pay, may also be granted upon approval by a resolution of the Clinton County Legislature in the case of employees who have served continuously for at least one year in department service.

Section 11. Discretionary with Sheriff or his designee, employees may use sick leave in hourly units.

Section 12. Pilot attendance incentive program. Employees shall be eligible for this program under the following conditions:

1. Must be permanent, full-time employee for the entire Leave Time Year.
2. Have one or more year's full time continuous service on the annual commencement date of the program.

3. Documented incidents of bereavement will be excluded.

Number of sick time hours used during January 1 – December 31 Incentive pay:

|                |          |
|----------------|----------|
| 0 hours        | \$600.00 |
| Up to 8 hours  | \$350.00 |
| Up to 16 hours | \$250.00 |
| Up to 24 hours | \$150.00 |
| Up to 32 hours | \$100.00 |

Payment shall be paid on or prior to the first pay period of February in the following year.

At the conclusion of the first year, the Sheriff has exclusive right to terminate this incentive program if not productive. In the event this program is terminated Article 15 of the prior contract dated 1-1-99 to 12-31-02 shall be reinstated. (Discretionary with the Sheriff or his designee, occasionally required medical or dental visits may be allowed to all employees without loss of pay. Each such absence in excess of two hours shall be charged to earned sick leave credits in additional hourly units.)

#### ARTICLE 15 SICK LEAVE BANK

##### POLICY:

It is the understanding and policy of the Sheriff's Department and C.S.E.A. to encourage every employee to recognize leave time as a negotiated benefit, and to utilize such leave for the purpose for which it is intended. It is further understood that there may be circumstances in which an employee would require additional leave time to accommodate a serious illness or temporary disability. It is on this basis that an agreement has been reached to establish a Sick Leave Bank. Sick Leave Bank time cannot be used for family illness or bereavement.

##### ADMINISTRATIVE PROCEDURES:

1. The Sick Leave Bank shall be administered by the Personnel Director and the County Administrator, or their designees, and two representatives designated by the C.S.E.A. unit President.
2. Each request for Sick Leave Bank time will be reviewed and a decision will be reached by a majority vote of the Sick Leave Bank Committee (SLB). To resolve a tie in the Committee, the parties will then ask one member from a mutually agreed upon list.
3. The Committee's decision is final and is not subject to appeal or the grievance procedure.
4. The Committee will determine the number of days to be granted, not to exceed 30 workdays per request.

5. Enrollment in the Sick Leave Bank automatically allows the SLB Committee members to review the applying employee's leave time record without further authorization.
6. The Committee shall meet within ten (10) working days from the receipt of the request in the Department of Personnel.
7. The employee and the Department Head shall be notified in writing within five (5) working days of the Committee's determination.

#### DONATION PROCEDURES:

1. All donations of sick leave or vacation leave is on a voluntary basis. In order to participate in the Sick Leave Bank, an employee must donate a minimum of four (4) days one time only.
2. Sick leave donated will be deducted from the employee's maximum allowable retirement payout on a 1:1 formula (Example: Four (4) days donated, four (4) days will be deducted from the maximum allowable retirement payout). Vacation days may be donated in lieu of or in combination with sick leave days, but will not affect retirement payout.
3. Donations must be made in full working day increments.
4. Any employee who has donated leave credits cannot withdraw those credits under any circumstances.
5. If the bank falls to one hundred (100) days or less, it can be reopened for additional donations under the preceding procedures.
6. Employees have the option to donate some or all of accumulated sick time to the sick bank when they resign after five (5) years of service.
7. Employees with "use or lose" vacation time at end of year can donate the time to the sick bank and become a member if they donate the required minimum in any combination (i.e. "use or lose" vacation time plus sick or vacation).
8. Lost sick time due to death of an employee will be applied to the Sick Leave Bank to help maintain a viable sick leave time balance.

#### APPLICATION PROCEDURES:

1. An employee must have been employed with the County on a permanent basis for twelve (12) consecutive months prior to requesting leave from the Bank or donating leave to the Bank.
2. Each request is limited to thirty (30) days.

3. An employee may submit additional requests for leave to the Bank, before the previous leave credit has been exhausted, but time granted is not to exceed 150 workdays per employee.
4. All accrued leave credits, including sick, vacation and personal, must be depleted prior to using leave from the Bank.
5. Each request shall be made on the prescribed form with a copy of the approved leave of absence form and the Physician's Certificate.
6. All documents shall be submitted first to the Sheriff, or his designee, and then to the Department of Personnel.
7. Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively if the payroll period is complete prior to the Committee's decision.
8. Employees who remain on the payroll will continue to accrue their full leave time which will be applied only after Bank leave credit has been exhausted.
9. If leave qualified under the Family and Medical Leave Act, health insurance will be maintained under the same group health plan, under the same terms and conditions as when on the job for a maximum of twelve (12) weeks in accordance with the adopted Policy for Family and Medical Leave Act. For other leaves, if the employee's leave requires a change in payroll status (on or off the payroll), health insurance payments will be required in compliance with the established policy.

## ARTICLE 16 LEAVES OF ABSENCE

### Section 1. Maternity/Paternity

Employees who are unable to work due to a medical disability relating to pregnancy shall be permitted to use leave credits. Such leave period shall commence on the date an employee is unable to perform her regular duties and shall terminate upon resumption of her ability to perform her regular duties as certified by the employee's physician.

An employee may request additional time prior to or after the maternity absence pursuant to Section 2 of this Article and shall be permitted to reduce such leave without pay by the use of any or all earned leave credits.

### Section 2. Other Leaves

The Sheriff, or his designee, has the discretionary authority to approve absences for up to five (5) days without pay if all leave time is exhausted. Absences beyond five (5) days without pay must be approved by the County Legislature. Any such absence qualifying for Family Medical Leave (FMLA) must be approved by the County Legislature upon commencement of such leave whether it is with or without pay.

Leaves of absence without pay may be granted under the provisions of Civil Service Rule XIX to each full-time employee under extenuating circumstances, but in no case shall any total continuous leave without pay exceed twelve (12) months.

#### Section 3. Jury and Court Attendance

On proof of the necessity of jury duty or attending court for other than personal matters, a leave of absence shall be granted with full pay. All monies received for meals, mileage and for lodging shall be retained by the employee. Excused jurors on each day of jury service shall immediately return to their employment.

Those employees who have one or more hours of available work time before reporting for jury duty or court attendance are to report to work first.

#### Section 4. Educational Purposes

Educational leave may be granted to a member of the unit for job related education upon request of the employee and subject to the approval of the Sheriff and the Clinton County Legislature and upon such terms and conditions as may be established by the Clinton County Legislature. Leave for training seminars, programs and workshops of short duration (one week or less) directly related to the work of the unit member may be granted or assigned by the Sheriff.

### ARTICLE 17 WORKER'S COMPENSATION

An employee who is eligible for Worker's Compensation shall elect in writing whether he or she desires to use their accumulated sick leave or vacation leave with pay for the period of disability or whether they desire the weekly benefit check as provided under Worker's Compensation Law. Such statement shall be filed with the Department of Personnel. In the event the employee elects to take sick leave or vacation leave with pay, such employee shall turn over their weekly benefit check, if any, to the County. When such check is received by the County, the employee's sick leave and/or vacation leave shall be adjusted in accordance with the following formula:

$$\frac{\text{Weekly Worker's Compensation Check Benefit}}{\text{Employee's Daily Rate of Pay}} = \text{Number of sick and/or vacation leave days per week to be credited to the Employee}$$

Lump sum payments or settlements for injury or disability shall be retained by the employee.

If an employee is out on Worker's Compensation, the County agrees to pay the employee's health insurance in the same proportion as stated in this agreement under Article 19.

The County will continue such payments for up to one (1) year as long as the employee is on Worker's Compensation leave and is still considered an employee of the County.

**ARTICLE 18**  
**PERSONAL LIABILITY/INJURY**

**Section 1. Personal Liability**

All Clinton County employees required to have direct contact with the public in the normal course of fulfilling their job duties shall be indemnified by Clinton County for personal liability arising from acts performed or not performed by County employees during the course of fulfilling their employment duties.

The joint employer shall select and provide a competent attorney for and pay such attorney's fees and expenses necessarily incurred in the defense of an employee in any civil or criminal action or proceeding arising out of any action taken against such employee while in the discharge of his/her duties within the scope of their employment. The Employer shall not be subject to the provisions of this paragraph unless such employee shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading deliver the original or copy of the same to the County Administrator.

**Section 2. Personal Injury**

The employer will reimburse employees for the cost of any clothing or other personal property not covered by insurance damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties.

**ARTICLE 19**  
**INSURANCE AND RETIREMENT**

**Section 1. Insurance:**

Effective January 1, 2002, the County will offer the New York State Health Insurance Program Empire Plan, Core Plus Medical and Psychiatric Enhancement, to eligible employees and retirees. The New York State Health Insurance Program Empire Plan will not be replaced or withdrawn during the life of the agreement without the consent of the Unit. Employees and retirees also have the option of enrolling in any County offered HMO plan.

A graduated employee contribution rate is based on years of service as follows:

| <u>Year groups</u>                        | <u>Employee contribution</u> | <u>County contribution</u> |
|---|------------------------------|----------------------------|
| 0 to less than 10 years service           | 20%                          | 80%                        |
| 10 to less than 15 years service          | 15%                          | 85%                        |
| 15 to hired on or after January 1, 1980   | 10%                          | 90%                        |
| Hired prior to January 1, 1980 (Pre 1980) | 0%                           | 100%                       |

- Years of service will be calculated using temporary, part-time and permanent employment on the same basis as longevity is currently computed.

- The contribution percentage changes become effective the start of the first pay period of the payroll year following the 10 or 15 year longevity date.
- The contribution percentages will apply to retirees and will be determined by their years of service at time of retirement.

The County will contribute a dollar amount based on years of service to active employees who have elected County offered health insurance to be placed in a pre-tax unreimbursed medical expense "or dependent day care account" under the Section 125 Flexible Spending Account which will be administered by the Preferred Group for the County and paid for by the County as follows:

| <u>Year groups</u>                        | <u>Per Person</u> |
|---|-------------------|
| 0 to less than 10 years service           | \$200             |
| 10 to less than 15 years service          | \$400             |
| 15 to hired on or after January 1, 1980   | \$600             |
| Hired prior to January 1, 1980 (Pre 1980) | \$1,000           |

- The contribution will be pro-rated to the first of the month following date of service for new employees or the date that continuing employees receive health insurance through the County.
- County dollar contribution changes become effective the start of the first pay period of the payroll year following the 10 or 15 year longevity date.
- County dollar contributions will be paid into the accounts to be effective the first of the plan year.

The County will contribute \$1,000 annually to active employees who are eligible for, but do not elect to participate in, the County offered health insurance.

- The contribution will be pro-rated to the first of the month following date of service for new employees.
- County dollar contributions will be paid to active employees as a separate check in a lump sum in the first "off payroll" week in December.

### Section 2. Retirement

The employer agrees to continue to provide for the members of the Unit the Improved Twenty (20) Year Career Retirement Plan (Section 75l) with option 60b of the New York State Retirement and Social Security Law. Participation in the New York State Employees Retirement System shall be on a noncontributory basis except as may be required by the statute.

Deputy Sheriff Position - The County Legislature, of the County of Clinton, does hereby elect to assume the entire additional cost required to provide the twenty year and out, with no minimum age retirement plan, with additional 1/60ths benefits provided in sections 552 and 553, under Article 14-B, of the Retirement and Social Security Law.

Correction Officer Position - The County Legislature, of the County of Clinton, does hereby elect to provide a twenty-five year and out, with no minimum age retirement plan as described in section 89-p and 603(l) of the Retirement and Social Security Law.

**ARTICLE 20**  
**ADDITIONAL BENEFIT PROGRAMS**

Section 1. Deferred Compensation Program

Unit members may enroll in the Deferred Compensation Program agreed upon between the County and C.S.E.A.

Section 2. Employees Assistance Program

Unit members may participate in the Employees Assistance Program provided by the County and agreed upon by C.S.E.A.

Section 3. Flexible Spending Account Program

Unit members may participate in a Flexible Spending Account Program as agreed upon by the County and C.S.E.A.

**ARTICLE 21**  
**MILEAGE ALLOWANCE**

A mileage allowance equal to that of the published IRS rate will be allowed and paid for the use of a personal automobile on official County business during the duration of this contract. If such rate shall increase by more than two cents (\$.02) per mile in any given year, the amount paid shall not be increased by more than two cents (\$.02) in any given year. Increases in the IRS rate will be implemented sixty (60) days following publication. Reimbursement will be made only to those employees who maintain a minimum liability insurance policy of \$50,000/\$100,000. Employees who seek reimbursement shall submit annually to the Sheriff or the Undersheriff proof of such coverage (Certificate of Insurance).

**ARTICLE 22**  
**ISSUANCE OF CLOTHING AND/OR UNIFORMS TO COUNTY EMPLOYEES**

All employees of the Sheriff's Department who are required to wear a uniform shall receive an initial issue of:

| <u>Corrections Officers</u> | <u>Deputy Sheriffs</u> | <u>Items</u>               |
|-----------------------------|------------------------|----------------------------|
| 3                           | 3                      | (ea) Class "A" L.S. Shirts |
| 1                           | 1                      | (ea) Class "B" S.S. Shirts |
| 3                           | 3                      | (ea) Class "A" S.S. Shirts |
| 3                           | 0                      | (pr) Class "B" Trousers    |
| 1                           | 1                      | (ea) Campaign Hat          |
| 1                           | 3                      | (pr) Class "A" Trousers    |
| 1                           | 1                      | (ea) Winter Cap            |



|   |   |                          |
|---|---|--------------------------|
| 1 | 1 | (ea) Raincoat            |
| 1 | 0 | (ea) Ties                |
| 1 | 1 | (ea) Convertible Jacket  |
| 5 | 5 | (pr) Socks               |
| 1 | 1 | (pr) Shoes               |
| 1 | 1 | (ea) Hat Cover (plastic) |
| 0 | 1 | (ea) Dress Blouse        |
| 1 | 1 | (ea) Badge               |
| 1 | 1 | (pr) Collar Insignia     |
| 1 | 1 | (ea) Name Tag            |
| 1 | 1 | (ea) Belt                |
| 1 | 1 | (ea) I.D. Wallet         |
| 1 | 1 | (ea) I.D. Card           |
| 1 | 1 | (ea) Handcuff Key        |
| 1 | 0 | (ea) Light Key           |
| 1 | 1 | (ea) 3 Piece Hat Strap   |
| 1 | 0 | (ea) Tie Clasps          |
| 1 | 1 | (ea) Key Holder          |
| 0 | 1 | (ea) Department Weapon   |
| 1 | 1 | (ea) Gun Belt            |
| 1 | 1 | (ea) Handcuff Case       |
| 1 | 1 | (ea) Holster             |
| 1 | 1 | (ea) Cartridge Case      |
| 3 | 3 | (ea) Keepers             |

Deputies

Thereafter, the employee shall replace the above-mentioned articles of clothing by turning in worn out or damaged clothing to the Quartermaster. The Quartermaster shall then issue replacement clothing to the employee. The full cost of providing uniforms shall be borne by the employer. All uniformed employees of the department shall be issued one pair of shoes to compliment the employee's uniform. Replacement to be not more than once per year.

B. All uniformed members of the unit shall receive a \$600.00 uniform maintenance allowance each year paid in two installments. The uniform maintenance allowance will be paid as follows:

July 1 - \$300.00 and December 1 \$300.00 of each contract year.  
 [To be used for dry cleaning]

The Sheriff, or his designee, shall have the right to inspect such uniforms to see that they are properly cleaned and maintained. Any employee who is given a warning on the cleanliness or maintenance of his/her uniform who does not, within a reasonable time, correct the problem may be subject to Departmental discipline.

C. Management will supply equipment listed below on a Quartermaster System. All equipment will be the property of the Sheriff in Clinton County. The Sheriff reserves the right to set standards and specifications on each item:

1. Belt, holster, keepers, cuff case, cartridge holder, Sam Browne belt (Deputy only), key holder.
2. Sidearm – Members shall only carry department issued firearms.
3. Bullets – one hundred fifty (150) rounds twice a year for the purpose of qualifying (once a year for correction officers).
4. One pair of handcuffs.
5. Other equipment required by the Sheriff.

**ARTICLE 23**  
**EDUCATIONAL TUITION ASSISTANCE**

Employees shall be permitted to take job-related courses with full reimbursement by the Employer for tuition and mandatory fees upon obtaining the prior written approval by the Sheriff and the County Administrator and upon proof of satisfactory completion of said course with a "C" or better.

The Employer will reimburse employees the cost of the examination for licensure or certification beyond the minimum qualifications for employment, upon request of the Sheriff and approval of the County Administrator. The Employer will also reimburse employees for the renewal of such licensure or certification upon request of the Sheriff and approval of County Administrator.

Any employee who has been provided the benefit of this clause who then voluntarily leaves county service after less than one year of use of the benefit, shall return one half (1/2) of the reimbursement to the county. If the employee voluntarily leaves county service after less than six (6) months of the use of the benefit, the employee shall return three fourths (3/4) of the reimbursement to the county. In the case of tuition, said reimbursement shall be provided to the county for the last school year in which the employee received tuition reimbursement.

Any employee who produces certification that they have obtained any of the following levels of advanced education after the start of their employment shall receive a one time stipend as follows:

|                       |          |
|-----------------------|----------|
| AAS Degree            | \$150.00 |
| Bachelors Degree      | \$250.00 |
| <u>Masters Degree</u> | \$400.00 |

**ARTICLE 24**  
**MANDATED MEETINGS**

An employee who is called in on his/her day off for a mandated meeting or medical testing or who has scheduled overtime (e.g. court appearance) will be paid at a minimum of two (2) hours pay.

ARTICLE 25  
RECIPROCAL RIGHTS / LABOR MANAGEMENT

Reciprocal Rights

The Sheriff recognizes the right of the employees to designate representatives of C.S.E.A. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employees' representatives shall also be permitted to appear at public hearings before the Clinton County Legislature upon the request of the employees.

Section 1. The Sheriff shall so administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee as defined by the County Discrimination Policy.

Section 2. C.S.E.A. shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the Sheriff or his designee. The Officers and Agents of C.S.E.A. have the right to visit appropriate Sheriff Department's facilities for the purpose of resolving grievances and administering the terms and conditions of this contract.

Section 3. Employees who are designated or elected for the purpose of resolving grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and C.S.E.A. Such time not to exceed a total of twenty (20) hours per fiscal year.

Section 4. Employees officially elected as representatives of C.S.E.A. may be allowed reasonable approved time-off for the purpose of attending State and regional C.S.E.A. meetings and conferences.

Labor Management

The employer and C.S.E.A. shall establish a joint Labor/Management Committee for the purpose of providing communication, discussion and resolution of problems arising out of the terms and conditions of employment stated or unstated in the agreement. Either party may request a meeting at a mutually convenient time and date. Unless mutually cancelled, the meeting will take place within two (2) weeks of the request.

**ARTICLE 26**  
**DISPUTES AND GRIEVANCES**

**PURPOSE**

It is the policy of the County of Clinton and the Sheriff of Clinton County and the members of the Clinton County Sheriff's Department Bargaining Unit of the Civil Service Employees' Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. Both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

**DEFINITION**

- A. A "grievance" is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement, written rules, regulations or administrative work order which relates to or involves the employee or employees.
- B. An "aggrieved party" is the employee who is directly impacted by the provisions of this agreement.
- C. An "employee" is any person in the unit covered by this agreement.

**SUBMISSION OF A GRIEVANCE**

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
- B. Each written grievance shall be submitted on a form approved by the Employer and the Unit and shall identify the aggrieved party, the provision of this agreement, rule, regulation or administrative work order involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and the redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted in writing within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. The aggrieved party may be represented at any formal level of the procedure by a representative of his choice.

**GRIEVANCE PROCEDURE**

- A. Sheriff.

The Sheriff, or his designee, shall respond in writing within ten (10) work days after the receipt of each formal written grievance. If an aggrieved party is not satisfied with the response or if no response is received within the specified time limit after the

submission of the written grievance and if the C.S.E.A. believes that the grievance is meritorious, the C.S.E.A. may refer the matter to the County Legislature within ten (10) work days of the receipt of the decision of the Sheriff or his designee.

**B. County Legislature**

Within three weeks of an appeal from the Sheriff's decision, the Clinton County Legislature, or a subcommittee thereof, shall hear the grievance. The Legislature, or subcommittee thereof, will issue its written decision on the matter within ten work days after the hearing.

**C. Arbitration**

Within two calendar weeks after receiving such unsatisfactory response, or if no response is received within the time limit, the C.S.E.A. may refer the grievance to arbitration by asking the American Arbitration Association to submit a list of proposed arbitrators for selection by the parties. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The cost of the arbitration shall be shared equally by the parties.

The decision by C.S.E.A. to submit an issue to binding arbitration shall constitute a waiver of the use of any other forum which might be available to litigate the alleged grievance.

**ARTICLE 27**  
**EMPLOYEE EVALUATION**

Each permanently appointed member of the bargaining unit who has completed his/her probationary period will be evaluated by his/her immediate supervisor or Department Head one (1) time each year. Each member of the bargaining unit who has not completed their probationary period will be evaluated by his/her immediate supervisor or Department Head at least one (1) time each month of the probationary period. The evaluation forms used will be agreed upon at the Sheriff Department's Labor/Management Committee.

Each employee who is evaluated will receive a copy of the completed evaluation within ten (10) days. An evaluation conference will be conducted within five (5) days of the receipt of the completed form unless other arrangements are made. The employee will be asked to sign the evaluation at the completion of the conference to indicate that the employee has seen the evaluation and discussed it with the evaluator. Such signature does not imply agreement by the employee with the contents of the evaluation. The employee is entitled to append any comments he/she thinks necessary to the evaluation and such appendage will be placed in the employee's file along with the completed evaluation form. All evaluation documents and appendages will be dated and signed before placement in the employee's file. The Department Head, the employee, and the Personnel Department will receive copies.

**ARTICLE 28**  
**DISCIPLINE AND DISCHARGE ACTION**

Members of the unit who are non-probationary employees who would be entitled to Section 75 Rights under the terms of the legislation extending Civil Service status to certain employees of the Sheriff's Department will be provided such rights in the event of Discipline and Discharge matters that are covered and provided for under Section 75 of the Civil Service Law and applicable decisional Law governing Section 75 and section 76.



May 22, 2003

David Favro  
Sheriff  
Clinton County

**SUBJECT: BACKGROUND AND INTENT OF ARTICLE 6,  
SECTION 2.**

Dear Sheriff Favro:

This letter is intended to be viewed consistent with the conclusions of our current negotiations regarding the proposed bargaining agreement (January 1, 2003 - December 31, 2007).

The 2<sup>nd</sup> sentence of Section 2 reads... "Seniority in title will be the factor considered by the Sheriff or his designee in scheduling tour assignments subject to the needs of the department and the skills of the employees needed by the department."

It is fully understood by CSEA that seniority is not the "sole" determining factor in scheduling tour assignments.

**Example 1: FEMALE COVERAGE.** The Jail is required to have female Correctional Officers on duty, on all 3 shifts however female Correctional Officers are in the minority. In the event a female Correctional Officer does not have adequate seniority to obtain a specific shift, resulting in such shift left potentially without female coverage. It is expected that the operating needs of the Department shall prevail resulting in your declaring a specific bid on the needed shift a "female only bid". Such action would only take place after the other bids on the shift have been honored. The resulting position is then declared female only bid.

**Example 2: QUALIFIED/EXPERIENCED STAFF.** In this example we use the midnight shift at the Jail. In a situation in which the Department determines that all bidding employees lack the appropriate job knowledge and skills required to insure the proper coverage, (i.e. midnight shift), the Department reserves the right to meet it's operating needs by assigning the least senior afternoon shift officer (assuming this officer meets the concern) to the midnight shift and the least senior midnight shift to the afternoon shift.

PLATTSBURGH SATELLITE OFFICE • 6 BOOTH DRIVE, PLATTSBURGH, NEW YORK 12901 • (518) 563-0761 / FAX: (518) 563-0939

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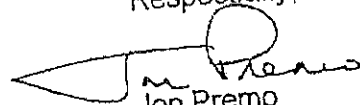


Sheriff Favro  
May 22, 2003  
Page 2 of 2

Although it is impossible to try to cover all of the possible situations that might arise over the future years, it is understood that seniority is the determining factor for bidding however, it is not the sole determining factor and that the valid operating needs of the Department may cause an interruption of the application of seniority during such bidding procedures.

Again, this letter is intended to simply display the understanding between the parties related to this topic.

Respectfully,



Jon Premo  
Labor Relations Specialist



## SHERIFF'S UNIT SALARY SCHEDULE - Base

| TITLE                            | < 1 Year | Pay Incentive | 1 < 5     | 5 < 9     | 9 < 14    | 14 < 18   | 18 < 21   | 21+       |
|----------------------------------|----------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Corrections Department</b>    |          |               |           |           |           |           |           |           |
| <b>CORRECTION OFFICER</b>        | \$23,520 |               | \$26,400  | \$30,000  | \$32,400  | \$33,900  | \$35,400  | \$37,000  |
| Hourly Rate (80 hrs)             |          |               | \$12.8923 | \$14.4231 | \$15.5769 | \$16.2981 | \$17.0192 | \$17.7885 |
| <b>CORRECTION CORPORAL</b>       |          | \$1,200       | \$27,600  | \$31,200  | \$33,600  | \$35,100  | \$36,600  | \$38,200  |
| Hourly Rate (80 hrs)             |          |               | \$13.2892 | \$15.0000 | \$16.1538 | \$16.8750 | \$17.5962 | \$18.3654 |
| <b>CORRECTION SERGEANT</b>       |          | \$2,500       | \$28,900  | \$32,500  | \$34,900  | \$36,400  | \$37,900  | \$39,500  |
| Hourly Rate (80 hrs)             |          |               | \$13.8942 | \$15.8250 | \$16.7788 | \$17.5000 | \$18.2212 | \$18.9904 |
| <b>CORRECTIONS LIEUTENANT</b>    |          | \$4,000       | \$30,400  | \$34,000  | \$36,400  | \$37,900  | \$39,400  | \$41,000  |
| Hourly Rate (80 hrs)             |          |               | \$14.6154 | \$16.3482 | \$17.5000 | \$18.2212 | \$18.9423 | \$19.7115 |
| <b>Sheriff's Department</b>      |          |               |           |           |           |           |           |           |
| <b>DEPUTY SHERIFF</b>            | \$25,134 |               | \$27,900  | \$31,500  | \$33,900  | \$35,400  | \$36,900  |           |
| Hourly Rate (80 hrs)             |          |               | \$13.4135 | \$15.1442 | \$16.2981 | \$17.0192 | \$17.7404 |           |
| <b>DEPUTY SHERIFF CORPORAL</b>   |          | \$1,200       | \$29,100  | \$32,700  | \$35,100  | \$36,600  | \$38,100  |           |
| Hourly Rate (80 hrs)             |          |               | \$13.9904 | \$15.7212 | \$16.8750 | \$17.5962 | \$18.3173 |           |
| <b>DEPUTY SHERIFF SERGEANT</b>   |          | \$2,500       | \$30,400  | \$34,000  | \$36,400  | \$37,900  | \$39,400  |           |
| Hourly Rate (80 hrs)             |          |               | \$14.6154 | \$16.3482 | \$17.5000 | \$18.2212 | \$18.9423 |           |
| <b>DEPUTY SHERIFF LIEUTENANT</b> |          | \$4,000       | \$31,900  | \$35,500  | \$37,900  | \$39,400  | \$40,900  |           |
| Hourly Rate (80 hrs)             |          |               | \$15.3365 | \$17.0873 | \$18.2212 | \$18.9423 | \$19.6635 |           |

2003

**SHERIFF'S UNIT SALARY SCHEDULE - 2.5% Increase**

| TITLE                            | < 1 Year | Pay Incentive | 1 < 5     | 5 < 9     | 9 < 14    | 14 < 18   | 18 < 21   | 21+       |
|----------------------------------|----------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Corrections Department</b>    |          |               |           |           |           |           |           |           |
| <u>CORRECTION OFFICER</u>        | \$24,108 |               | \$27,060  | \$30,750  | \$33,210  | \$34,748  | \$36,285  | \$37,925  |
| Hourly Rate (80 hrs)             |          |               | \$13,008  | \$14,7837 | \$15,9683 | \$16,7088 | \$17,4447 | \$18,2332 |
| <u>CORRECTION CORPORAL</u>       |          | \$1,200       | \$28,260  | \$31,950  | \$34,410  | \$35,948  | \$37,485  | \$39,125  |
| Hourly Rate (80 hrs)             |          |               | \$13,5865 | \$15,3508 | \$16,5433 | \$17,2827 | \$18,0216 | \$18,8101 |
| <u>CORRECTION SERGEANT</u>       |          | \$2,500       | \$29,560  | \$33,250  | \$35,710  | \$37,248  | \$38,785  | \$40,425  |
| Hourly Rate (80 hrs)             |          |               | \$14,2115 | \$15,9856 | \$17,1683 | \$17,9077 | \$18,6465 | \$19,4351 |
| <u>CORRECTIONS LIEUTENANT</u>    |          | \$4,000       | \$31,060  | \$34,750  | \$37,210  | \$38,748  | \$40,285  | \$41,925  |
| Hourly Rate (80 hrs)             |          |               | \$14,9327 | \$16,7067 | \$17,8894 | \$18,6288 | \$19,3678 | \$20,1563 |
| <b>Sheriff's Department</b>      |          |               |           |           |           |           |           |           |
| <u>DEPUTY SHERIFF</u>            |          | \$25,762      | \$28,598  | \$32,288  | \$34,748  | \$36,285  | \$37,823  |           |
| Hourly Rate (80 hrs)             |          |               | \$13,7480 | \$15,5231 | \$16,7058 | \$17,4447 | \$18,1841 |           |
| <u>DEPUTY SHERIFF CORPORAL</u>   |          | \$1,200       | \$29,798  | \$33,488  | \$35,948  | \$37,485  | \$39,023  |           |
| Hourly Rate (80 hrs)             |          |               | \$14,3260 | \$16,1000 | \$17,2827 | \$18,0216 | \$18,7611 |           |
| <u>DEPUTY SHERIFF SERGEANT</u>   |          | \$2,500       | \$31,098  | \$34,788  | \$37,248  | \$38,785  | \$40,323  |           |
| Hourly Rate (80 hrs)             |          |               | \$14,9510 | \$16,7250 | \$17,9077 | \$18,6466 | \$19,3861 |           |
| <u>DEPUTY SHERIFF LIEUTENANT</u> |          | \$4,000       | \$32,598  | \$36,288  | \$38,748  | \$40,285  | \$41,823  |           |
| Hourly Rate (80 hrs)             |          |               | \$15,6721 | \$17,4462 | \$18,6288 | \$19,3678 | \$20,1072 |           |

2004

**SHERIFF'S UNIT SALARY SCHEDULE - 2.8% Increase**

| TITLE                            | < 1 Year | Pay Incentive | 1 < 5                 | 5 < 9                 | 9 < 14                | 14 < 18               | 18 < 21               | 21+                   |
|----------------------------------|----------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Corrections Department</b>    |          |               |                       |                       |                       |                       |                       |                       |
| <u>CORRECTION OFFICER</u>        | \$24,783 |               | \$27,818<br>\$13,3740 | \$31,611<br>\$15,1976 | \$34,140<br>\$16,4135 | \$35,721<br>\$17,1736 | \$37,301<br>\$17,9332 | \$38,987<br>\$18,7438 |
| Hourly Rate (80 hrs)             |          | \$1,200       | \$29,018<br>\$13,9510 | \$32,811<br>\$15,7745 | \$35,340<br>\$16,9904 | \$36,921<br>\$17,7505 | \$38,501<br>\$18,5101 | \$40,187<br>\$19,3207 |
| <u>CORRECTION CORPORAL</u>       |          |               | \$30,318<br>\$14,6760 | \$34,111<br>\$16,3995 | \$36,640<br>\$17,6154 | \$38,221<br>\$18,3755 | \$39,801<br>\$19,1351 | \$41,487<br>\$19,9457 |
| Hourly Rate (80 hrs)             |          | \$2,500       | \$31,818<br>\$15,2971 | \$35,611              | \$38,140              | \$39,721              | \$41,301              | \$42,987              |
| <u>CORRECTIONS LIEUTENANT</u>    |          |               |                       |                       |                       |                       |                       |                       |
| Hourly Rate (80 hrs)             |          | \$4,000       |                       |                       |                       |                       |                       |                       |
| <b>Sheriff's Department</b>      |          |               |                       |                       |                       |                       |                       |                       |
| <u>DEPUTY SHERIFF</u>            | \$26,483 |               | \$29,399<br>\$14,1341 | \$33,192<br>\$15,9677 | \$35,721<br>\$17,1736 | \$37,301<br>\$17,9332 | \$38,882<br>\$18,6933 |                       |
| Hourly Rate (80 hrs)             |          | \$1,200       | \$30,599<br>\$14,7111 | \$34,392<br>\$16,5346 | \$36,921<br>\$17,7505 | \$38,501<br>\$18,5101 | \$40,082<br>\$19,2702 |                       |
| <u>DEPUTY SHERIFF CORPORAL</u>   |          |               | \$31,899<br>\$15,3361 | \$35,692              | \$38,221              | \$39,801              | \$41,382              |                       |
| Hourly Rate (80 hrs)             |          | \$2,500       | \$33,399<br>\$16,3361 | \$37,192              | \$39,721              | \$41,301              | \$42,882              |                       |
| <u>DEPUTY SHERIFF LIEUTENANT</u> |          |               |                       |                       |                       |                       |                       |                       |
| Hourly Rate (80 hrs)             |          | \$4,000       |                       |                       |                       |                       |                       |                       |

2005

**SHERIFF'S UNIT SALARY SCHEDULE - 3.0% Increase**

| TITLE                            | < 1 Year | Pay Incentive | 1 < 5     | 5 < 9     | 9 < 14    | 14 < 18   | 18 < 21   | 21+       |
|----------------------------------|----------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Corrections Department</b>    |          |               |           |           |           |           |           |           |
| <u>CORRECTION OFFICER</u>        | \$25,526 |               | \$28,653  | \$32,559  | \$35,164  | \$36,793  | \$38,420  | \$40,157  |
| Hourly Rate (80 hrs)             |          |               | \$13,7765 | \$15,6534 | \$16,9058 | \$17,8889 | \$18,4712 | \$19,3063 |
| <u>CORRECTION CORPORAL</u>       |          | \$1,200       | \$29,853  | \$33,759  | \$36,364  | \$37,993  | \$39,620  | \$41,357  |
| Hourly Rate (80 hrs)             |          |               | \$14,3524 | \$16,2303 | \$17,4827 | \$18,2559 | \$19,0481 | \$19,8832 |
| <u>CORRECTION SERGEANT</u>       |          | \$2,500       | \$31,153  | \$35,059  | \$37,664  | \$39,293  | \$40,920  | \$42,657  |
| Hourly Rate (80 hrs)             |          |               | \$14,9774 | \$16,9553 | \$18,1077 | \$18,8909 | \$19,6731 | \$20,5082 |
| <u>CORRECTIONS LIEUTENANT</u>    |          | \$4,000       | \$32,653  | \$36,559  | \$39,164  | \$40,793  | \$42,420  | \$44,157  |
| Hourly Rate (80 hrs)             |          |               | \$15,6986 | \$17,5784 | \$18,8288 | \$19,6120 | \$20,3942 | \$21,2293 |
| <b>Sheriff's Department</b>      |          |               |           |           |           |           |           |           |
| <u>DEPUTY SHERIFF</u>            | \$27,277 |               | \$30,281  | \$34,188  | \$36,793  | \$38,420  | \$40,048  |           |
| Hourly Rate (80 hrs)             |          |               | \$14,5582 | \$16,4365 | \$17,6889 | \$18,4712 | \$19,2538 |           |
| <u>DEPUTY SHERIFF CORPORAL</u>   |          | \$1,200       | \$31,481  | \$35,388  | \$37,993  | \$39,620  | \$41,248  |           |
| Hourly Rate (80 hrs)             |          |               | \$15,1351 | \$17,0135 | \$18,2659 | \$19,0481 | \$19,8308 |           |
| <u>DEPUTY SHERIFF SERGEANT</u>   |          | \$2,500       | \$32,781  | \$36,688  | \$39,293  | \$40,920  | \$42,548  |           |
| Hourly Rate (80 hrs)             |          |               | \$15,7801 | \$17,6385 | \$18,8909 | \$19,6731 | \$20,4558 |           |
| <u>DEPUTY SHERIFF LIEUTENANT</u> |          | \$4,000       | \$34,281  | \$38,188  | \$40,793  | \$42,420  | \$44,048  |           |
| Hourly Rate (80 hrs)             |          |               | \$16,4813 | \$18,3596 | \$19,6120 | \$20,3942 | \$21,1769 |           |

Page 30

2006

# SHERIFF'S UNIT SALARY SCHEDULE - 3.25% Increase

| TITLE                            | <1 Year  | Pay Incentive | 1 < 5                 | 5 < 9                 | 9 < 14                | 14 < 18               | 18 < 21               | 21+                   |
|----------------------------------|----------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Corrections Department</b>    |          |               |                       |                       |                       |                       |                       |                       |
| <u>CORRECTION OFFICER</u>        | \$26,356 |               | \$29,584<br>\$14,2231 | \$33,617<br>\$18,1620 | \$36,307<br>\$17,4553 | \$37,989<br>\$18,2639 | \$39,669<br>\$19,0716 | \$41,462<br>\$19,9337 |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |
| <u>CORRECTION CORPORAL</u>       |          | \$1,200       | \$30,784<br>\$14,8000 | \$34,817<br>\$16,7389 | \$37,507<br>\$18,0322 | \$39,189<br>\$18,8409 | \$40,869<br>\$19,6486 | \$42,662<br>\$20,5106 |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |
| <u>CORRECTION SERGEANT</u>       |          | \$2,500       | \$32,084<br>\$15,4250 | \$36,117<br>\$17,3639 | \$38,807<br>\$18,5572 | \$40,489<br>\$19,4659 | \$42,169<br>\$20,2736 | \$43,962<br>\$21,1356 |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |
| <u>CORRECTIONS LIEUTENANT</u>    |          | \$4,000       | \$33,584<br>\$16,1452 | \$37,617<br>\$18,0651 | \$40,307<br>\$19,3784 | \$41,989<br>\$20,1870 | \$43,669<br>\$20,9947 | \$45,462<br>\$21,8567 |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |
| <b>Sheriff's Department</b>      |          |               |                       |                       |                       |                       |                       |                       |
| <u>DEPUTY SHERIFF</u>            | \$28,164 |               | \$31,265<br>\$15,0313 | \$35,299<br>\$16,9707 | \$37,989<br>\$18,2639 | \$39,669<br>\$19,0716 | \$41,350<br>\$19,8798 |                       |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |
| <u>DEPUTY SHERIFF CORPORAL</u>   |          | \$1,200       | \$32,465<br>\$15,6082 | \$36,499<br>\$17,5476 | \$39,189<br>\$18,8409 | \$40,869<br>\$19,6486 | \$42,550<br>\$20,4562 |                       |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |
| <u>DEPUTY SHERIFF SERGEANT</u>   |          | \$2,600       | \$33,765<br>\$18,2332 | \$37,799<br>\$18,1726 | \$40,489<br>\$19,4659 | \$42,169<br>\$20,2736 | \$43,850<br>\$21,0817 |                       |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |
| <u>DEPUTY SHERIFF LIEUTENANT</u> |          | \$4,000       | \$35,265<br>\$16,9543 | \$39,299<br>\$18,8938 | \$41,989<br>\$20,1870 | \$43,669<br>\$20,9947 | \$45,350<br>\$21,8029 |                       |
| Hourly Rate (80 hrs)             |          |               |                       |                       |                       |                       |                       |                       |

Page 31

2007

SHERIFF'S UNIT SALARY SCHEDULE - 4.0% Increase or CPI \* SEE ARTICLE 9

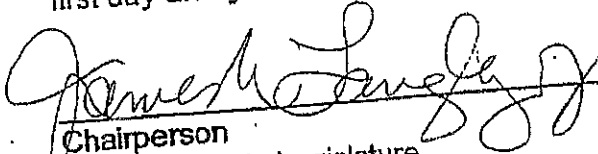
| TITLE                            | < 1 Year | Pay Incentive | 1 < 5     | 5 < 9     | 9 < 14    | 14 < 18   | 18 < 21   | 21+       |
|----------------------------------|----------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Corrections Department</b>    |          |               |           |           |           |           |           |           |
| <u>CORRECTION OFFICER</u>        | \$27,410 |               | \$30,767  | \$34,962  | \$37,759  | \$39,509  | \$41,256  | \$43,120  |
| Hourly Rate (80 hrs)             |          |               | \$14,7918 | \$16,8087 | \$18,1534 | \$18,9947 | \$19,8348 | \$20,7308 |
| <u>CORRECTION CORPORAL</u>       |          | \$1,200       | \$31,967  | \$36,162  | \$38,959  | \$40,709  | \$42,456  | \$44,320  |
| Hourly Rate (80 hrs)             |          |               | \$15,3888 | \$17,3856 | \$18,7303 | \$19,5716 | \$20,4115 | \$21,3077 |
| <u>CORRECTION SERGEANT</u>       |          | \$2,500       | \$33,267  | \$37,462  | \$40,259  | \$42,009  | \$43,756  | \$45,620  |
| Hourly Rate (80 hrs)             |          |               | \$15,9838 | \$18,0106 | \$19,3553 | \$20,1966 | \$21,0385 | \$21,9327 |
| <u>CORRECTIONS LIEUTENANT</u>    |          | \$4,000       | \$34,767  | \$38,962  | \$41,759  | \$43,509  | \$45,256  | \$47,120  |
| Hourly Rate (80 hrs)             |          |               | \$16,7149 | \$18,7317 | \$20,0764 | \$20,9178 | \$21,7577 | \$22,6538 |
| <b>Sheriff's Department</b>      |          |               |           |           |           |           |           |           |
| <u>DEPUTY SHERIFF</u>            | \$29,291 |               | \$32,516  | \$36,711  | \$39,509  | \$41,256  | \$43,004  |           |
| Hourly Rate (80 hrs)             |          |               | \$15,6327 | \$17,6495 | \$18,9947 | \$19,8348 | \$20,6750 |           |
| <u>DEPUTY SHERIFF CORPORAL</u>   |          | \$1,200       | \$33,716  | \$37,911  | \$40,709  | \$42,456  | \$44,204  |           |
| Hourly Rate (80 hrs)             |          |               | \$16,2095 | \$18,2264 | \$19,5716 | \$20,4115 | \$21,2519 |           |
| <u>DEPUTY SHERIFF SERGEANT</u>   |          | \$2,500       | \$35,016  | \$39,211  | \$42,009  | \$43,756  | \$45,504  |           |
| Hourly Rate (80 hrs)             |          |               | \$16,8348 | \$18,8514 | \$20,1966 | \$21,0385 | \$21,8769 |           |
| <u>DEPUTY SHERIFF LIEUTENANT</u> |          | \$4,000       | \$36,516  | \$40,711  | \$43,509  | \$45,256  | \$47,004  |           |
| Hourly Rate (80 hrs)             |          |               | \$17,5558 | \$19,5726 | \$20,9178 | \$21,7577 | \$22,5981 |           |

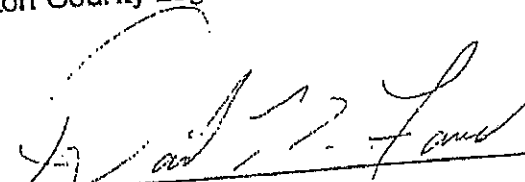
Page 32

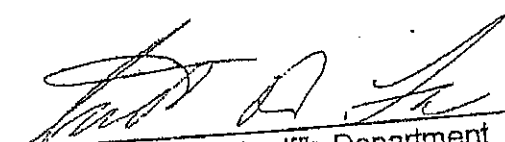
[Signature Page]

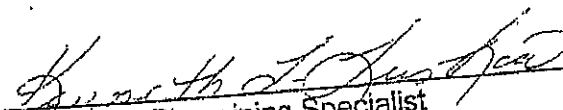
The Contract shall be for a period of five years to be effective January 1, 2003 through December 31, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the first day and year first above written.

  
Chairperson  
Clinton County Legislature

  
Sheriff  
County of Clinton

  
Clinton County Sheriff's Department  
Unit of the Civil Service Employees' Association, Inc.

  
Collective Bargaining Specialist  
Civil Service Employee's Association, Inc.

Date: June 20, 2003