

**AGREEMENT**

**Between the**

**COUNTY OF FULTON**

**and**

**FULTON COUNTY SHERIFFS' OFFICE EMPLOYEES  
ALLIANCE**

**JANUARY 1, 2008 – DECEMBER 31, 2011**

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This Agreement made by and between the County of Fulton and the Fulton County Sheriff, (hereinafter referred to as the "Employer" or the "County"), and the Fulton County Sheriffs' Office Employees Alliance (hereinafter referred to as the "Alliance"), a labor organization under the existing laws of the State of New York.

### **PREAMBLE**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the County of Fulton, in its capacity as an Employer, the employees, the Alliance and the people of the County of Fulton, in accord with the intent of the Public Employees Fair Employment Act of 1967.

To these ends, the Employer and the Alliance encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

The Employer and the Alliance agree that all terms and conditions of this Agreement shall be applied without regard to race, religion, national origin, sex or age, and any other enumerated categories protected by law.

### **ARTICLE I** ***Recognition***

**SECTION 1.** The Employer recognizes the Alliance as the sole and exclusive representative for all the employees in the unit described in Article II for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment. The Employer shall furnish members of the bargaining unit with copies of this Agreement.

**SECTION 2.** The Alliance shall have the exclusive payroll deductions of membership dues, initiation fees, and insurance premiums for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. The Employer shall deduct from the wages of those employees who sign such authorization permitting such payroll deduction.

**SECTION 3.** The Employer agrees to deduction from the wages of all non-Alliance members within the bargaining unit an agency shop fee in the amount of dues levied by the Alliance. Such sums shall be transmitted to Fulton County Sheriffs' Office Employees Alliance, Box 217, Johnstown, New York 12095. The Employer shall not be liable to any employee for any deduction made pursuant to this Section and the Alliance agrees to save and hold the Employer harmless, including legal fees and other reasonable and necessary expenses, against any claim whatsoever arising out of the deduction and transmittal of the agency shop fee. The Employer agrees to cooperate with the Alliance in its compliance with the advance reduction/refund requirements of applicable law by furnishing the Alliance with the names and addresses of agency shop fee payers and assisting the Alliance in locating agency shop fee payers in the event the Alliance is unable to locate them. The Alliance will make available to the Employer a copy of the agency fee challenge procedure.

**SECTION 4.** The Alliance affirms that it will not institute a strike against the Employer, will not assist or participate in any strike and it will not impose an obligation upon its members to conduct, assist, or participate in such a strike. Should any of the preceding occur, including any form of "job action," the Alliance and its officers will publicly instruct its members to carry out the terms of the Agreement and to perform their duties in the usual manner.

**ARTICLE II**  
**Collective Bargaining Unit**

The Bargaining Unit shall consist of all full-time employees and part-time employees as defined herein who have worked for the Fulton County Sheriff's Department exclusive of the Sheriff, the Undersheriff and employees in the following titles: Correction Captain, Correction Lieutenant, Captain, Confidential Secretary to the Sheriff, Deputy Sheriff, Deputy Sheriff Corporal, Deputy Sheriff Sergeant, Deputy Sheriff Investigator and Deputy Sheriff Lieutenant. For the purpose of this agreement, a part-time employee is an employee who works an average of 12 hours or more per week for 26 consecutive weeks. The inclusion or exclusion of any position or title created during the term of this Agreement shall be subject to negotiations with the Alliance. If the parties cannot agree upon such inclusion or exclusion, either party may petition the New York State Public Employment Relations Board for an appropriate unit determination.

**ARTICLE III**  
**Compensation**

**SECTION 1.** The wage schedule for the term of this Agreement is attached and made a part of this Agreement as Appendix "A".

A. The wage schedule set forth in Appendix A shall reflect the following increases:

Effective January 1, 2008	3.25% on base
Effective January 1, 2009	3.25% on base plus \$200 on base
Effective January 1, 2010	3.25% on base plus \$200 on base
Effective January 1, 2011	3.25% on base plus \$200 on base

B. The starting rate for each job title will be adjusted to reflect 85% of the one year rate.

1. Full-time employees with one or more years of service shall receive the one year rate specified in Appendix A.
2. Full-time employees with less than one year of service and part-time employees shall be paid the starting rate specified in Appendix A.
3. An employee who is hired after already having satisfactorily completed state mandated training may be hired at the one year rate, at the discretion of the

Sheriff, or may be moved to the one year rate, prior to completing the first year of employment, at the discretion of the Sheriff.

C. Rank Differential

1. The uniform rank of corporal shall be compensated at the rate of \$.75 an hour above that of the top Correction Officer rate. The uniform rank of sergeant shall be compensated at the rate of \$1.50 an hour above that of the top Correction Officer rate.
2. When a Corporal assumes the duties of a Sergeant, the Corporal shall receive an additional \$0.75 per hour.

D. Longevity Pay

1. Full-time employees with one (1) or more years of service will receive longevity compensation of \$50.00 per year of service calculated from the first anniversary date of employment.

Commencing on an employee's sixth (6<sup>th</sup>) year of service, the longevity shall be increased to \$100.00 per year.

Commencing on an employee's eleventh (11<sup>th</sup>) year of service, the longevity shall be \$150.00 per year.

Commencing on an employee's sixteenth (16<sup>th</sup>) year of service, the longevity shall be \$200.00 per year.

2. Longevity compensation shall be adjusted twice a year:

Anniversary Date: Jan. 1st to June 30th - January

Anniversary Date: July 1st to Dec. 31st - July

Except for beginning employees who will receive their first year longevity pay at the anniversary date of employment.

- E. All employees shall be paid every two weeks.

- F. All employees shall be paid in accordance with a one (1) week lag payroll.

- G. The final paycheck of any employee who resigns or who is terminated will be lagged one (1) pay period.

**SECTION 2.** Uniform Allowance

Employees of the bargaining unit shall receive uniforms as follows:

- A. All uniforms and equipment issued by the County shall be the property of the County.
- B. All members shall sign for all uniforms and equipment that are issued by the County.
- C. Upon separation from employment, each member shall return all uniforms and equipment issued.
- D. Official uniforms and equipment shall be worn on duty at all times in accordance with department rules and regulations.
- E. Uniform orders shall be taken in February and August of each year of the contract.
- F. Any items listed below that are issued to a member and are damaged while performing official duties shall be replaced at no cost to the member or the uniform allowance.
- G. All uniformed employees of the bargaining unit shall be entitled to an annual allowance of \$300 for the purchase of uniforms.
- H. All new hirees shall receive uniform allowance as follows:
  - Correction Officers: \$450 in each of the first two years of employment.
  - Dispatchers: \$350 in each of the first two years of employment.
  - Clerical Employees: \$300 maximum on the first year of employment.
- I. Effective January 1, 2004, per diem correction officers in the bargaining unit shall receive an annual allowance of \$100.00 for the purchase of uniforms.
- J. All vouchers shall be submitted from the merchant to the department head or his/her designee for his approval prior to submission for final payment by the Board of Supervisors.
- K. The Employer agrees to provide:
  - 1. Corrections: raincoats, as needed, at the discretion of the Sheriff.
- L. Cooks and LPN's shall receive an annual \$285.00 uniform allowance.

### **SECTION 3. Miscellaneous Compensation**

- A. Mileage Allowance

An allowance equal to the Internal Revenue Service reimbursement rate shall be granted to those employees for use of their personal vehicle when on County business.

- B. All employees shall receive a guaranteed four (4) hours pay for "emergency" call-ins which will commence from the actual time of such call.

- C. Shift Differential

Shift differential shall be paid to employees working the second and third shifts as follows:

Effective January 1, 2008, eighty cents (\$.80) per hour shall only be paid for actual hours worked. Employees on vacation, sick leave, personal leave, etc., shall not receive shift differential.

- D. Meal Allowance

1. The County shall provide a \$5.00 meal allowance when employees work in excess of eleven (11) continuous hours in any twenty-four (24) hour period, indicating three (3) hours of overtime.
2. Correction Officers are not entitled to a meal allowance unless on duty outside the correctional facility.

- E. Sheriff's Department

1. All court appearances, Grand Jury, all pretrial examinations and conferences, staff meetings and conferences upon approval of the Board shall be considered part of the normal duty tour with full pay and allowances, providing that it is for County business. In the event any of the above are outside the County of Fulton, transportation, food and lodging shall be provided at County expense.
2. Emergency duty outside of Fulton County shall be compensated at time and a half in excess of eight hours per day upon approval of the Sheriff. Transportation, food and lodging shall be provided at County expense.
3. Employees assigned to desk duty in the County Jail, exclusive of clerical staff, shall be provided with one-half hour for meals included in the eight (8) hour day. Employees assigned to correctional desk duty shall remain in the correctional facility.

- F. Out-Of-Title Work

When an employee is assigned the duties ordinarily done by a person in a higher job classification, said employee will receive the pay due that title for time worked in the following manner:

1. One or more years of service: The one-year rate.
2. Less than one year of service: The starting rate.

G. Training Stipends

Members in the Communications Center assigned Training Duties by the Sheriff shall receive a training stipend of \$.50 per hour added to their regular rate of pay for all hours spent in training new employees assigned to the Communications Center.

**ARTICLE IV**  
**Workday, Workweek, Overtime**

**SECTION 1.**

- A. Clerical – The clerical workweek shall be 40 hours per week, exclusive of one hour per day lunch. During July and August, the workday/workweek for the clerical personnel shall be from 7:30 a.m. – 4:00 p.m., with one-half hour unpaid lunch.
- B. Shifts for employees (except cooks and LPN’s) in the bargaining unit shall commence within the following time periods, except in an emergency or when there is a specific need, in which case the starting times may vary:

1st shift	5:00 A.M. - 9:00 A.M.
2nd shift	1:00 P.M. - 5:00 P.M.
3rd shift	9:00 P.M. - 1:00 A.M.

Work schedules for cooks and LPNs shall be established by the Sheriff based upon the needs of the Sheriff’s Department and shall be posted 30 days in advance, except in an emergency or when there is a specific need.

- C. An employee's shift assignment should not be changed without one week's prior notice and reasons for such change. Employees shall maintain the current work schedule subject to D and E below.
- D. Workperiod: The work period in the Sheriff’s Department shall be 28 days. The majority of all employees on each shift shall decide on the appropriate work period. Employees who work a six on, three off work period shall be entitled to earn overtime after eight hours in a workday, and after 171 hours in the 28 day work period. Employees who work a five on, two off schedule, or a four on, two off schedule, shall be entitled to earn overtime after eight hours in a work day, and for all work performed beyond the employee's normally scheduled work week.
- E. Employees who work a sequence of six (6) on/three (3) off or four (4) on/two (2) off shall be required to report to work five (5) minutes prior to the start of their shift

resulting in a workday of 8 hours and 5 minutes. The parties agree that in lieu of the additional five minutes of pay, the County shall waive the make-up days required by the work schedule. (NOTE: A 6 on/3 off and 4 on/2 off sequence requires 17 to 18 days of an employee's earned time to complete 26 bi-weekly 80-hour payrolls. Administration needs to periodically plug in holiday time and personal leave time to give each employee on these sequences a full 80-hour paycheck each pay period.)

**SECTION 2.** Overtime Pay

- A. Except as provided above, all employees shall receive time and one-half for overtime in excess of eight (8) hours within a twenty-four (24) hour period, unless employees voluntarily elect to work an additional shift within the twenty-four (24) hour period.
- B. Employees may elect to receive compensatory time off in lieu of overtime with the consent of the Sheriff or designee involved. No employee shall receive overtime hours without the express consent of the Sheriff or designee. Payment will be made in the pay period following the one in which it is earned.
- C. Employees may accumulate a maximum of 150 hours compensatory time (earned at time and one-half, i.e., 100 hours of overtime equal 150 hours compensatory time).

**SECTION 3.** An employee who has started his/her regularly scheduled workday shall not be required to split the workday to avoid the payment of overtime.

**SECTION 4.** Shift Assignment and Vacancies

Requests for shift assignments shall be submitted to the Sheriff on an annual basis on or about November 15th of each year for the following year. In making such shift assignments, the employee's seniority shall be a factor to be considered. The employee shall retain the assignment for the forthcoming year, except in an emergency, where the employee's shift may be changed with one week notice.

Vacancy appointments shall be filled in conformity with the Civil Service Law.

**SECTION 5.**

The County shall post work schedules a reasonable amount of time in advance.

**ARTICLE V**  
**Holiday Pay**

All full-time employees shall be paid for the following twelve (12) holidays:

New Year's Day  
M. L. King Day

Labor Day  
Columbus Day

Lincoln's Birthday  
Veteran's Day  
Memorial Day  
Independence Day

Washington's Birthday  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

- A. Employees who have Saturday and Sunday scheduled as regular days off, shall observe holidays as follows:
1. If the holiday falls on a Sunday, the following Monday will be observed as the holiday.
  2. If the holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
- B. Regular part-time employees, when excused from work on a holiday from a formally scheduled tour of duty, will be paid a holiday allowance on the basis of the average hours worked per day.
- C. Employees working six (6) on/three (3) off, or four (4) on/two (2) off, shall have their holidays used by administration to fill in any time needed to complete an 80-hour pay period.
- Employees working five (5) on/two (2) off who have permanently designated days off, shall be allowed to take substitute holidays within three (3) months of the holiday with permission from the Sheriff or designee.
- D. Employees who work on New Years Day, July 4<sup>th</sup>, Christmas Day, Thanksgiving Day, Memorial Day, and Labor Day shall be paid time and one half for all hours worked on the legally observed holidays. Employees working overtime on any of the named holidays shall be paid two times their hourly rate.

## **ARTICLE VI**

### **Vacation, Sick Leave and Other Leave Regulations**

#### **SECTION 1.** Vacation

- A. All employees shall be entitled to vacation with pay based on their years of service and employment as follows:

1. Service of more than one year but less than five years - one day per month.
  2. Service of more than five (5) years  
but less than ten (10) years 1¼ days per month
  3. Service of more than ten years but less than fifteen years - one and one-half days per month.
  4. Service or more than fifteen years - two days per month.
- B. Employees may take their accumulated vacation at any time with permission from the Sheriff or designee. Employees may request vacation in advance. Once approved, an employee's vacation may not be displaced by a more senior employee within thirty (30) days of the approved vacation. Employees may be required to take at least one week of vacation in a block of either four (4), five (5) or six (6) days, depending upon the schedule of the individual employee.
- C. Vacations may be accumulated from year to year to a maximum of one year's entitlement plus six (6) days.
- D. Employees shall bid for vacation by seniority on or about November 15th of each year of the contract for the upcoming year. The number of employees at any one time who shall be permitted vacation shall be determined by the Sheriff or designee by title or assignment. A form shall be supplied each November and bid by seniority. Employees who fail to complete the form will be assigned vacation by the Sheriff or designee.
- E. Employees may sell back to the County up to 40 hours of earned vacation in each year of the contract with the approval of the Sheriff or designee, which approval shall not unreasonably be denied. Employees must make such request by September 15<sup>th</sup>. The Sheriff or designee must respond within ten (10) working days. If approved, such payment shall be made by the first payroll in December. If, during the course of the year, an employee has reached his/her maximum vacation, the employee can request vacation sell-back at that time. If approved by the Sheriff or designee, payment shall be made within three (3) payroll periods. Employees may not sell back more than forty (40) hours of vacation in any calendar year.
- F. Upon termination of employment, an employee shall receive payment for any unused vacation days at the then applicable rate.

## **SECTION 2. Sick Leave**

Absence of a full-time employee, by reason of sickness or disability, shall be allowed as follows:

- A. A full-time employee shall accrue sick leave at the rate of one (1) day for each month

of service. A maximum of 165 days may be accumulated except as otherwise provided in this Agreement.

- B. Sick leave shall mean absence for an illness which prohibits an employee from performing his/her normal duties and is sufficient to confine the employee to home, except for doctor appointments and necessary visits to a pharmacy for the purpose of filling prescriptions. Sick leave may be used by an employee for doctor and dental appointments.
- C. Upon becoming sick or disabled, an employee shall be granted his/her accumulated, unused sick leave with pay, for the period of disability.
- D. When requesting sick leave, the employee shall notify Sheriff or designee at least two hours prior to the commencement of the employee's workday. Failure to do so within that time (unless for reasons satisfactory to the Sheriff or designee) will be considered as time off without pay.
- E. Sick leave accumulation shall be canceled upon the termination of employment, except in the event of retirement under Retirement Plan 41-j when any unused sick leave will be applied to provide increased retirement benefits in accordance with State regulations.
- F. An employee isolated or quarantined shall be considered absent because of sickness and shall be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated sick leave time.
- G. The Sheriff or designee may require a physician's certificate for any absence of more than two days. Where the illness or disability is of long duration, a physician's certificate will be required for each 30 calendar days of continued absence. In any case, the employee may be required by the Sheriff or designee to undergo an examination by a physician to determine if the illness is bona fide. An employee may be required to submit a doctor's certificate after five (5) days of undocumented sick leave in a year.
- H. Benefits claimed pursuant to the provisions of Section 207-c of the General Municipal Law shall be administered pursuant to the provisions of Appendix B attached hereto.
- I. Sick leave, with pay, will be granted for absence due to illness in the employee's "immediate family" provided such illness requires the care of the employee. For purposes of this provision, the term "immediate family" shall mean parents, spouse, child, step-child, brother or sister of the employee.
- J. Sick leave may not be used in increments of less than one-half hour.
- K. Employees who do not use any sick leave in a calendar quarter shall be paid \$75.00,

which shall be payable in the second payroll period in July (for the first two quarters of the calendar year) and January of the succeeding year (for the second two quarters in a calendar year). An employee who does not use any sick leave in a calendar year shall be paid \$400.00, which shall be paid in the second payroll period in January of the succeeding year.

- L. Sick Leave Bank. A Sick Leave Bank will be administered as set forth in Appendix C.
- M. An employee must exhaust all accrued sick leave prior to receiving disability benefits.

### **SECTION 3.** Disability Leave (Workers' Compensation)

When an employee receives compensation under the Workers' Compensation Law, (s)he shall elect, in writing, whether (s)he wishes to receive sick leave pay during the period of disability, in lieu of Workers' Compensation benefits. Should the employee so elect, such sick pay shall be charged against his/her accumulated sick leave.

### **SECTION 4.** Death in Family

A full-time employee who is absent from duty for reasons of death in the "immediate family" shall receive pay for up to five (5) days each year, such days dating from the death of a relative. If such days exceed the five (5) days in any one year, those excess days shall be charged to sick leave provided the employee has such accumulated sick leave days.

For purposes of this provision, the term "immediate family" shall mean parents, parents-in-law, spouse, child, brother, sister, grandparents and grandchildren, brother-in-law, sister-in-law, step children and step parents.

### **SECTION 5.** Leaves of Absence Without Pay

Application for leave without pay, for any of the reasons cited herein, shall be filed by the employee with the Sheriff or designee. The application shall state the reason for the requested leave and the duration. If approved by the Sheriff or designee, the application shall be forwarded to the Personnel Committee. The Personnel Committee shall either approve or deny the requested leave.

#### A. Maternity Leave

1. The request for maternity leave will be initiated by the employee to the Sheriff or designee, as has been past practice, indicating the last day of work. The department head will acknowledge receipt of the request. The applicant will be permitted to use accumulated sick leave for the entire period of disability due to the maternity.

2. The employee will, in the 6th to 8th week following the birth of the child, contact the department head and upon submission of notice and proof of claim under the Fulton County Disability Plan, indicate one of the following:
  - a. Ability to return to work as maternity disability has been concluded.
  - b. Need for an extension of leave for maternity or other medical reasons supported by physician's statement and anticipated duration.
  - c. Request for extension of leave for other reasons which may temporarily preclude the employee's ability to return to the job site. This request must also identify an anticipated time frame.

The lengths of leave for medical reasons will be of duration that is deemed necessary by appropriate medical authorities rather than governed by an amount of sick time accruals.

#### B. Parental Leave

Employees may use any accumulated leave credits other than sick leave and the sick leave bank for the purpose of parental leave. Said parental leave is available to either the mother or father and may be used for either a birth or an adoption.

#### C. Leave Because of Extended Illness

1. When an employee has exhausted all sick leave credits and is still unable to work, or if the attending physician has recommended a period of rest and convalescence, the employee may request a leave of absence, of up to one year, from the Sheriff or designee.
2. An employee substituting for another employee during a vacation period or leave of absence will be paid the same rate of compensation he/she received prior to the substitution, unless the leave of absence is approved and granted for a period of one year.
3. In the event of absences due to illness or disability, employees will, for a period of twelve (12) months, have the right to return to the same (or equivalent) job as held prior to such absence.

#### D. Leave for Education Purposes

Employees may be granted a leave of absence without pay with prior approval of the Sheriff or designee for a period of up to one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.

E. Leave to Serve in Another Position in the County Service

Leave of absence without pay for up to one (1) year may be granted to an employee to enable the employee to serve temporarily or provisionally in another position. In an exceptional case, an extension for up to one (1) year may be granted.

F. Leave for Other Reasons

Leave of absence without pay for reasons other than those cited herein may be granted in unusual circumstances.

G. Military Leave of Absence

Any regular full-time employee who is required to render ordered military duty shall be granted military leave of absence pursuant to the Military Law. Any such employee shall, upon returning to County employment within ninety (90) days following the date of this military discharge, be reinstated at the same salary (s)he would have received including annual increments, had (s)he been able to remain on the job.

**SECTION 6.** Personal Leave

- A. All full-time employees in the Sheriff's Department shall receive twenty-four (24) hours of personal leave per year.
- B. In order to utilize such leave, the employee must notify the department head or his/her designee at least one (1) day prior to taking such leave.
- C. Personal leave remaining unused at the end of a calendar year shall be forfeited.
- D. In the event that an employee accrues 165 days sick leave, said employee may then apply unused personal days to sick leave accruals to 200 days.
- E. Charges against employee's benefit accruals, e.g., sick leave, personal leave, vacation, etc. shall be on an hour vs. hour basis.

**SECTION 7.** Leave for Jury and Court Attendance

Leave of absence with pay for jury service or attending court for other than personal reasons shall be granted. Compensation for jury duty, less travel allowance, is to be returned to the County.

**SECTION 8.** Tardiness

Employer may establish and publish rules establishing penalties for tardiness. An employee who is unable to report to work at his/her normal starting time is required to notify the

Sheriff or designee. In the event of severe storms or floods or similar uncontrollable conditions affecting a group of employees, tardiness will be excused and not charged against accumulated vacation provided, however, the employee must report within two hours of his/her scheduled starting time.

The Chairman of the Fulton County Board of Supervisors shall be vested with the sole discretion to invoke the above provisions. Said decision shall be based upon information obtained from the Fulton County Sheriff's Department, the Fulton County Highway Department, and from the Cities and Towns within Fulton County. Upon mutual agreement of the employees and the Sheriff, employees may have the option of flexing their time for inclement weather conditions when the provisions of this section are not invoked.

#### **SECTION 9.** Time Clocks

The following rules and regulations shall apply to all employees. Failure to comply with such rules may result in disciplinary action up to and including discharge.

##### A. Rules

1. Employees who are required to punch a time clock shall not clock-in in excess of 5 minutes prior to their scheduled reporting time.
2. Employees shall not clock-out earlier than 2 minutes prior to their scheduled lunch period.
3. Employees shall not clock-out earlier than 2 minutes prior to the end of the workday.
4. No employee shall, at any time, for any reason, punch any time card other than their own. A violation of this rule shall subject the employee to severe disciplinary action.
5. Any alterations of any employee's time card must be made only by the Sheriff or designee.
6. Tardiness will not be tolerated. Excessive, chronic, or habitual tardiness will be the cause for corrective or disciplinary action.
7. Employees required to sign time sheets may not sign in prior to the start of the employee's scheduled reporting time and they may not sign in prior to the end of the employee's scheduled lunch period, unless the employee is actually working.

#### **SECTION 10.** Family and Medical Leave Act

Paid contractual leave shall be considered towards satisfying the County's obligation under the Family Medical Leave Act. Leave under the Family Medical Leave Act cannot be

pyramided with other leave. The County may require an employee to use paid contractual leave towards satisfying the County's obligation under the Family Medical Leave Act.

**SECTION 11.** General Municipal Law Section 207-c Procedure

See Appendix "B".

**ARTICLE VII**  
**Part-Time Workers**

A part-time employee is one who works, on a regular schedule, averaging twelve (12) hours per week over 26 weeks. Part-time employees who work on a regular schedule twenty (20) hours or more, but less than a full work week; is identified as a line item in the budget; is entitled to health insurance on the same basis as full-time employees and is entitled to all other fringe benefits, except longevity, on a pro-rata basis.

**ARTICLE VIII**  
**Pensions and Health Insurance**

**SECTION 1.** Retirement Benefits

- A. The County agrees to adopt the provisions of Retirement and Social Security Law Sections 89-p, 603(l), and 89-b.
- B. All employees who became members of the New York State and Local Employees Retirement System on or before June 30, 1976, shall be governed by the provisions of the Improved Career Retirement Plan as set forth in Section 75-i of the Retirement and Social Security Law.\*
- C. All employees who became members of the New York State and Local Employees Retirement System on or before August 31, 1983, shall be governed by the provisions of the Coordinated-Escalation Retirement Plan contained in Article 14 of the Retirement and Social Security Law.\*
- D. All employees who became members of the New York State and Local Employees Retirement System on or after September 1, 1983, shall be governed by the provisions of the Coordinated Retirement Plan contained in Article 15 of the Retirement and Social Security Law.\*

\*The County has no authority to change or modify the benefits or obligations of the Retirement and Social Security Law and as such, will comply with the provisions of law in regard to these benefits as adopted by the Legislature and interpreted by the Courts.

**SECTION 2.** Health Insurance

All permanent employees shall be eligible for membership in Fulton County Health

Insurance Plan or such other Health Plan as may be selected by the County pursuant to the terms of this Agreement.

A. The County shall offer the following plans:

1. CDPHP Avid Care 20 with prescription drug card \$10/\$25/\$40;
2. New York State Empire Plan, Core Plus Medical and Psychiatric Enhancements.

The County will not be required to negotiate the impact caused by unilateral changes to benefits, co-payment provisions, or deductibles imposed by health insurance provider. The County will provide proof to the Union that such benefits, co-payment provisions, deductibles (riders/option) are no longer available by the carrier.

Health insurance premium deductions shall be applied towards health insurance for the month in which deductions are made. Upon separation from service for other than retirement purposes, employees shall receive health insurance through the end of the month in which they leave service, except that all employees with more than ten (10) years of service with the County, who voluntarily leave County employment, shall continue to receive health insurance for one (1) month subsequent to the month in which they leave service under the same terms as they receive health insurance as an employee (i.e., employee premium contributions).

Except as provided in paragraph B hereof, the Employer shall pay the total cost of the Fulton County Health Insurance Plan selected by the Employer for an individual employee and the 75% of the cost for dependent coverage as selected by the employee. Employees may elect to enroll in the CDPHP Health Maintenance Organization option.

The County shall not be responsible for any changes or modifications imposed or mandated by the insurance carriers with respect to co-pays, benefits, etc.

- B. Employees employed subsequent to October 1, 1985, (1) may, at their option and expense, be covered under the Fulton County Health Insurance plan after thirty (30) days from date of hire; (2) shall, at their option, be provided individual coverage toward the premium cost of which the Employer shall contribute fifty percent (50%) thereof, increasing to one-hundred percent (100%) after one (1) year from date of hire; and (3) shall, at their option, be provided dependent coverage toward the premium cost of which Employer shall contribute fifty percent (50%) thereof. Excluded herefrom are the provisions of Section 3 and 4 hereof.
- C. In the event of a change of the health insurance carrier, such change shall be made by the employer only after not less than sixty (60) days written notice to and consultation with the Alliance. The terms "carrier" or "private carrier" shall include the County of

Fulton under any self-insurance plan. The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the Insurance Department of the State of New York.

- D. From and after the date of the execution of this Agreement for all retired employees, the County will assume the payment of said retiree's health insurance premiums which become due following the date of the execution of this Agreement, in accordance with the coverage (individual or family) which the employee had at the time of retirement.
- E. Each employee eligible for the Fulton County Health Insurance Plan may elect to refuse participation in the Plan and provide for their own health insurance. The Employer will place \$62.50 in a trust account for each month that the employee is eligible but does not elect coverage under the County Health Insurance Plan. The employee will receive the funds so accumulated by December 15th of each year or upon termination. In the event that employees opt to return to the Fulton County Health Insurance Plan they may do so in accordance with the rules set forth by the carrier. At anytime that 15 or more employees elect to refuse participation in the plan, the employers contribution shall increase to \$125 per month. If the number of participating employees drops to 14 or fewer, the contribution shall revert to \$62.50 per month.
- F. In the event of employee "layoff", the employer shall continue coverage of employee's health insurance for a period not to exceed 60 days from layoff date.
- G. The employer will institute and administer a Flexible Benefit Plan pursuant to IRC Section 125 in the maximum amount of \$1,000.00 per year to cover unreimbursed medical expenses other than premium contributions. Vouchers will be submitted monthly. Any employee who leaves county service and owes money to the County as a result of the employee's use of the IRC-125 Plan shall repay said monies from the employee's final paycheck.

### **SECTION 3.** Disability Insurance

All employees will be covered by "Disability Insurance" as outlined by the New York State Disability Plan - cost to be borne by the Employer. In the event that the Employer insures with a private carrier or elects to self insure, benefits will be equal to those of the New York State Disability Plan.

### **SECTION 4.** Dental Insurance

The County shall provide for employees and their dependents the GHI Preferred Dental Plan with 100% of the cost paid by the employer. The dental plan shall include prosthetics.

**ARTICLE IX**  
**Tenure**

**SECTION 1.** Job Security

- A. Each employee shall be required to serve a probationary period as provided by Civil Service Law, rule or regulation.
- B. An employee who has satisfactorily completed the probationary period shall be subject to discipline upon the service of a notice of discipline. Upon request, the employee and/or the employee's representative may meet with the Sheriff to discuss the notice of discipline. If the employee objects to the imposed discipline, a grievance and demand for arbitration must be filed by the union or the employee at Article XVIII, Step 3, within twenty (20) days after receiving the notice of discipline. Notwithstanding, the provisions of Article XVIII, Section C (3), if an employee proceeds to arbitration without the union, the cost for services of the arbitrator will be borne equally by the Employer and the employee.

**SECTION 2.**

In the event of a layoff, competitive class employees shall be paid on a preferred list pursuant to the provisions of the Civil Service Law. Non-competitive class employees in the bargaining unit, for a period of 12 months, shall be placed on a preferred list by title, in the inverse order of seniority. For purposes of this section, "title" shall mean the actual title occupied at the time of layoff, and any other title of equal grade, or lower grade, for which the employee is qualified. Preferred lists established pursuant to this section shall be canvassed in rank order before any new employee is hired in a title for which such preferred list or lists exist.

**SECTION 3.**

The Employer agrees to send a copy of all notices of discipline to the Alliance President as soon as practicable but no later than one (1) business day after the employee is notified. The union will be notified of and be given an opportunity to accompany any employee who is the target of a discipline inquiry when the employee is interviewed or questioned. The employee may waive the right to union representation in writing.

**ARTICLE X**  
**Promotions**

**SECTION 1.**

When an employee is promoted to a higher job classification, the employee will receive the rate of pay commensurate with the rate the employee was receiving in his/her former job classification (employees promoted from the "start rate" shall receive the "start rate" of the new position, employees promoted from the "one year rate" shall receive the "one year rate"

of the new position). An employee who is promoted and receives the "start rate" of the new position will begin receiving the "one year rate" upon reaching his/her first anniversary date of County employment.

## **SECTION 2.**

When permanent employees within the bargaining unit are in a probationary status, all rights of seniority and retrenchment to the last permanent position will be honored by the Sheriff should the employee wish to exercise this provision, at any time prior to the completion of the probationary period.

## **SECTION 3.**

An employee who moves from one permanent position in the bargaining unit to another permanent position in the bargaining unit, shall serve a probationary period as provided by local Civil Service Law, Rule and Regulation.

## **SECTION 4.**

When a permanent vacancy exists within the bargaining unit, the Sheriff may determine the best qualified person to fill the position. All permanent employees within the bargaining unit may be considered for vacant permanent positions whenever they meet the established minimum qualifications for the posted vacancy. In such cases, when all of the factors or qualifications for the position are equal as determined by the Sheriff, seniority within the Sheriff's Department shall be the determining factor.

## **SECTION 5.**

When an opening exists for a promotion to a higher job classification within the bargaining unit, the Sheriff shall announce and post the position for a minimum of five days. During the timeframe, any employee in the bargaining unit wishing to be considered for the promotion shall in writing indicate such desire to the Sheriff. When all other factors or qualifications for the position are equal as determined by the Sheriff, seniority within the Sheriff's Department shall be the determining factor. Within five days after filling the position, the Sheriff shall post the name of the employee appointed.

## **ARTICLE XI** **Transfers**

There shall be no change in the salary of an employee who is transferred unless his/her salary is below the approved minimum of the new position. If an employee is transferred to a position in a class having a higher salary range than the class from which (s)he transferred, such change shall be deemed a promotion and provisions governing promotions shall apply. If an employee is transferred to a position in a class having a maximum lower than the minimum of the

class from which the employee was transferred, such changed shall be deemed a demotion and all provisions governing such shall apply. The Employer shall allow a transfer of similar titles from one department to another with the consent of the department head where the vacancy exists. Employees of this unit shall not suffer any reduction of benefits, including seniority, when transferring to another county department.

**ARTICLE XII**  
**Reallocation**

When an employee's position is reallocated to a lower class position, the employee shall be permitted to continue at his present rate of pay during the period of incumbency (except in the event of general service-wide reductions) but shall not be entitled to a salary increase.

**ARTICLE XIII**  
**Reinstatement**

There shall be no loss of continuous service or benefit for employees who are reinstated to employment in the Sheriff's Department within one year of separation. The employee's seniority date, however, shall be adjusted to reflect the period of separation.

**ARTICLE XIV**  
**Appropriations for Positions**

After a proposed position is classified or an existing position is reclassified as provided in the rule governing the administration of the classification plan, the Board of Supervisors, or other budgetary authority subject to the provisions of this rule, must appropriate funds for the salary for such position before it may be officially established.

**ARTICLE XV**  
**Reciprocal Rights**

The Employer recognizes the right of the employees to designate representatives of the Alliance to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the local legislative body upon request of the employees.

**SECTION 1.**

The Alliance shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Board of Supervisors or their designee.

**SECTION 2.**

The officers and agents of the Alliance shall have the right to visit the Employer's facilities, subject to the approval of the Employer, for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Such representative shall be permitted to a reasonable amount of time free from his or her regular duties to fulfill these obligations, which has as its purpose the maintenance of harmonious and cooperative relations between the Employer and the uninterrupted operation of government.

### **SECTION 3.**

The Employer shall allow a total of fifteen (15) days, with no loss of pay and without charge to accumulated credits for all delegates to attend the Alliance conventions, meetings, functions, not to exceed three (3) employees at any given time. Leave granted pursuant to this Section shall be subject to the approval of the Employer.

### **SECTION 4.**

The Alliance agrees to do its utmost to see that its members perform their respective duties loyally, efficiently and continuously under the terms of the Agreement. The Alliance and its members will use their best endeavors to protect the interest of Fulton County, to conserve their property, protect the public and to give service of the highest quality.

### **SECTION 5.**

- A. A joint unit labor-management committee shall be established and continue for the length of this Agreement. This committee shall consist of the Unit President plus two (2) other members.
- B. This group shall meet with the Chairman of the Personnel Committee and/or his/her designee and the Sheriff or designee.
- C. Meetings may be held as mutually agreed. The Alliance and the County will exchange agendas and names of representatives who will attend at least two weeks in advance of the scheduled date of the meeting.
- D. The purpose of these meetings will be for purposes of discussion and resolving county-wide problems or problems of mutual interest excluding grievances already in progress.
- E. A joint unit labor-management Health and Safety Committee shall be established and continue for the term of this Agreement. This committee shall be composed of the Alliance President or designee, the Sheriff or designee, the Chairman of the Board, the Chairman of the Personnel Committee, the Personnel Director and the Clerk of the Board. The purpose of this committee shall be to make recommendations to the Board relative to matters of employee health and safety.

## **SECTION 6.**

- A. Employees have the right, upon written prior notice to the Fulton County Personnel Department, to inspect their personnel folder. The folder may not be taken out of the office. Employees shall be provided a copy of any document in their personnel file upon request.
- B. Employees have the right to be notified and to see any written reprimand or negative recommendations before they are inserted in their folder.
- C. Employees have the right to insert in the folder a written explanation or rebuttal to any reprimand.

## **SECTION 7.**

The Employer will provide for payroll deductions to accommodate employee membership in the Fulton County Teacher's Credit Union. Employees will be entitled to direct deposit at a financial institution of the employee's choosing, provided that the institution maintains an office or branch in Fulton County.

## **SECTION 8.**

The President shall submit to the Sheriff on January 15 of each year, and as changes occur a written list of the Union officers and shop stewards. Failure to provide the list may result in the denial of union leave to any employee whose name does not appear on the list.

## **SECTION 9.**

Each employee will notify the Employer of changes in the employee's address or phone number.

### **ARTICLE XVI** **Savings Clause**

All previous rules and practices in existence on December 31, 1987, and which are not governed by the provisions of this Agreement, shall remain in full force and effect. It is expressly understood that this provision does not apply to rules and practices which come into existence subsequent to January 1, 1988.

### **ARTICLE XVII** **Separability**

If the enactment of legislation or a determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of this Agreement

which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid portion had not been originally included therein.

**ARTICLE XVIII**  
**Dispute and Grievance Procedure**

**SECTION 1.** Purpose

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

**SECTION 2.** Definitions

- A. A contract grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.
- B. An "employee" shall mean any person in the unit covered by this Agreement.
- C. The "Association" shall mean the Alliance.
- D. An "aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Alliance and (when it submits a grievance) the Employer.
- E. A "class grievance" is one that grieves a group or groups, class or classes of employees.

**SECTION 3.** Submission of Grievance

- A. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- B. The Alliance may submit any class grievance directly to the Personnel Committee of the Board, or their designee (Step Two).
- C. The Employer shall present grievances to the President of the Alliance.

**SECTION 4.** Grievance Procedure

Prior to initiating a formal written grievance, an employee or the association is encouraged

to resolve disputes informally with the appropriate immediate supervisor.

- A. Step One: The employee shall present the grievance to the Sheriff or his/her designee no later than thirty (30) calendar days after the date on which the act or omission giving rise to the grievance occurred. The department head or his designated representative shall meet with the aggrieved party and issue a written decision not later than ten (10) working days following the receipt of the grievance.
- B. Step Two: If the aggrieved party is not satisfied with the response, or if no response is received within the required period, the aggrieved may file the grievance to the Personnel Committee of the Board within ten (10) working days. The Personnel Committee of the Board, or its designee, shall meet with the aggrieved party and issue a written decision not later than twenty (20) working days following receipt of the Step Two appeal. Class grievances submitted by the Association shall commence at Step Two.
- C. Step Three:
- 1) In the event that the Union is not satisfied with the Step Two determination, the Union may, within twenty (20) days after receiving the response, or if no response is rendered, refer the grievance to binding arbitration by a written demand for arbitration forwarded to the Personnel Officer. Arbitrations under this section will be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Sheila Cole

Peter Prosper

Thomas Hines

- 2) When a demand for arbitration has been served, the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. The parties have the option of contacting the next arbitrator in the event that the selected arbitrator cannot provide a date within ninety (90) days.
- 3) The parties will, on an annual basis, review the list of arbitrators to determine if one or more arbitrators should be replaced.

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

The arbitration award must be rendered within thirty (30) days after the close of the

hearing, unless otherwise mutually agreed to by the parties. Any award requiring the payment of back pay or other monies may only award such payment up to thirty (30) working days prior to the filing of the grievance.

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

**ARTICLE XIX**  
**Seniority**

**SECTION 1.**

Except as otherwise provided in the Agreement, an employee's seniority date shall commence on the first day of full-time employment in the bargaining unit.

**SECTION 2.**

For the purpose of receiving economic benefits only, such as salary, longevity, sick leave, vacation, etc., employees with service in departments other than the Sheriff shall have their seniority date commence on the first day of employment with the County.

**SECTION 3.**

Title seniority shall mean length of full-time service within job title.

**SECTION 4.**

An employee who retreats or returns to a position in a lower title shall have his/her seniority date computed from original date of full-time service with the Sheriff's Department.

**SECTION 5.**

Where two or more employees in promotional titles have the same date of promotion, seniority shall be determined from the first day of full-time employment with the Sheriff's Department.

**ARTICLE XX**  
**Job Abandonment**

An employee absent from work without authorization for ten (10) consecutive work days shall be deemed to have resigned from his position if he has not provided satisfactory explanation for such absence on or before the 11th day following the commencement of such unauthorized absence.

**ARTICLE XXI**  
**Mandatory Staff Meeting**

The Sheriff will hold one (1) mandatory staff meeting per year. Employees will only be excused from attending this meeting if they are on sick leave, vacation or personal leave. Employees shall be compensated two (2) hours of compensatory time at straight time for attendance at said meeting. This meeting shall last no longer than two (2) hours and all personnel shall be given 15 days notice of the scheduled date.

**ARTICLE XXII**  
**Educational Stipend**

Each member of the bargaining unit who has completed a degree program in an employment related field, shall receive the following:

Associates Degree	\$200.00
Bachelors Degree	\$400.00

In no event shall an employee receive more than \$400.00 in one calendar year. The stipend shall be paid annually in the first payroll period in December. Prior to enrolling in the degree program, the employee must receive approval of the Sheriff.

**ARTICLE XXIII**  
**Resignation**

An employee who resigns from employment shall give the Employer at least two weeks advance notice. Failure to give the minimum notice shall result in the loss of payment for accrued benefits except in cases of resignation in connection with a notice of discipline, in which event the Sheriff and Alliance may mutually agree to waive the two-week notice requirement.

**ARTICLE XXIV**  
**Management Clause**

**SECTION 1.**

The management and conduct of the business of the Fulton County Sheriff's Department and the direction of its working force are the right of the Sheriff. The Sheriff, subject to the terms contained herein, maintains exclusive right to hire, lay off, suspend, discipline or discharge for just cause, to assign jobs, to increase and decrease the work force, to establish standards and promulgate departmental rules, and regulations and procedures, to determine work to be accomplished, the number of personnel assigned, the scheduling of operations and the right to assign overtime.

**SECTION 2.**

The Employer shall negotiate collectively and in good faith with the Alliance as sole collective bargaining agent for qualified department employees in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Alliance.

**ARTICLE XXV**  
**Legal Aid**

The Employer will continue to maintain "legal aid" including liability insurance to all employees when charges against said employees are incurred in the performance of their duties. As referenced in Local Law No. "2" of 1981, the County will provide the legal defense and indemnification for liability for any act or omission of Fulton County employees while acting within the scope of their duties.

**ARTICLE XXVI**  
**Miscellaneous Provisions**

1. The Employer agrees that firearm instruction shall be granted to full-time department members prior to such duties being granted to part-time department members.
2. All training notices received by the Sheriff's Department shall be posted.
3. The Sheriff agrees to provide a complete copy of the Sheriff's Department Policies, Rules and Regulations to all members of the Department, and new members within seven (7) days of hire. All updates and new policies, rules and regulations are to be distributed to each member on an annual basis thereafter.
4. The parties agree to meet within 45 days of ratification in labor management to discuss drug testing.

**ARTICLE XXVII**  
**Email and Internet Use Policy**

**Acceptable Uses of the Internet and County E-mail**

The County encourages the use of the Internet and e-mail because they make communication more efficient and effective. However, Internet service and e-mail are County property, and they are to be used only to facilitate County business. Every employee has a responsibility to maintain and enhance the County's public image and to use County e-mail and Internet access in a productive manner. The County has established the following guidelines for using e-mail and the Internet. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted.

The Union shall have the right to use to the Email system to notify members of Union meetings.

**Unacceptable Uses of the Internet and County E-mail**

The County e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the County system. No abusive, profane or offensive language may be transmitted through the County's e-mail or Internet system. The County's harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the company's e-mail or Internet system or computers.

The County e-mail and Internet system also may not be used for any other purpose that is illegal, against County policy or contrary to the County's best interest. Solicitation of non-County business or any use of the County e-mail or Internet system for personal gain is prohibited.

### Rules for Electronic Communications

Each employee is responsible for the content of all text, audio, or images that he or she places on or sends over the County's e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages communicated on the County's e-mail or Internet system.

Any messages or information sent by an employee to another individual outside the County via County e-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on the County. Despite personal "disclaimers" in electronic messages, any statements may be tied to the County.

All communications sent by employees via the County's e-mail or Internet system must comply with all County policies and may not disclose any confidential or proprietary County information.

If employees receive unsolicited e-mail from outside the County that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

### Downloading Software

To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to the County. For authorization, please contact the system administrator.

### Copyright and Trademark Issues

Copyrighted and trademarked material that does not belong to the County may not be transmitted by employees on the County's e-mail or Internet system without permission from the holder of the

copyright or trademark. Every employee who obtains access to the other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

### System Security

The County reserves the right to routinely monitor how employees use e-mail and the Internet. The County may monitor to measure cost analysis/allocation and the management of the County's gateway to the Internet. All messages created, sent or received over the County's e-mail or Internet system are the County's property and should not be considered private information. The County reserves the right to access and monitor every message and file on the County's e-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

### Violations

Any employee who violates these rules or otherwise abuses the privilege of the County's e-mail or Internet system will be subject to corrective action up to and including termination. If necessary, the County also reserves the right to advise appropriate officials of any illegal activities.

## **ARTICLE XXVIII** **Recoupment Procedure**

### **Recoupment for Overpayment or Collection of Monies**

A. Wherein an employee owes monies (no less than \$25.00) to the County, either due to the overpayment of monies, the failure of the County to make necessary payroll deductions, or due to other reasons, the employee shall be notified, with a copy to the Union within ten (10) calendar days, of the amount owed and the reason. The employee may object by appealing to the Personnel Director, in writing, within ten (10) calendar days of receipt of the notice of monies due. Upon request of the employee, the Personnel Director shall hold a meeting in order to verify that the employee owes the monies and to verify the amount owed. Upon employee request, the employee shall be entitled to union representation. Any monies determined to be owed shall be paid back by payroll deduction subject to the limitation of no more than five percent (5%) of each of the employee's pay checks. If the employee is not on the payroll, the employee shall return the monies owed in installments determined by the Personnel Director. If such employee fails to make the necessary payments, the County may proceed for enforcement in Court. Any employee who disagrees with the determination of the Personnel Director may file a Demand for Arbitration within ten (10) calendar days of the determination of the Personnel Director. Any deductions shall be made at the conclusion of the Arbitration, if commenced.

B. Where it is determined that an employee owes monies to the County, either due to the overpayment of monies, the failure of the County to make necessary payroll deductions, or due to other reasons, the employee may elect to pay back said monies by payroll deduction, subject to any limitations of law, or by the reduction of vacation accruals, personal leave, compensatory time, or

accrued holidays. The value of the accrued leave shall be deducted from the amount owed. Any balance owed in excess of the value of the accrued leave shall be paid by payroll deduction, or, by mutual agreement between the County and the employee, in monies. Election to use accrued leave to pay off all or a portion of an overpayment of monies must be made in writing using a County approved form. In case of extreme hardship to the employee, the Personnel Officer and the employee may agree upon a repayment schedule.

Once an employee elects to reimburse the County by the reduction of accrued leave, said election shall be irrevocable for the monies owed.

Under no circumstances shall an employee be permitted to use the value of sick leave.

**ARTICLE XXIX**  
**Deferred Compensation**

Employees in the bargaining unit may enroll in the County's Deferred Compensation Plan.

**ARTICLE XXX**  
**Replacement of Personal Property**

The County agrees to reimburse employees for the replacement of any personal property damaged or destroyed in the line of duty. The employee shall be reimbursed a maximum of \$250.00 per incident.

**ARTICLE XXXI**  
**Mandatory Legislative Language**

Pursuant to Section 204-a of the Public Employees' Fair Employment Law:

IT IS AGREED 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 XXXII**  
**Duration**

This Agreement shall become effective January 1, 2008, and shall terminate at the close of business December 31, 2011. All provisions of this Agreement shall remain in effect until signing of the new agreement.

BY: \_\_\_\_\_  
JOHN CALLERY, CHAIRMAN

DATED: -----

Fulton County Board of Supervisors

BY: \_\_\_\_\_ DATED: -----  
THOMAS J. LOREY, Fulton County Sheriff

BY: \_\_\_\_\_ DATED: -----  
SCOTT YOUKER, PRESIDENT  
Fulton County Sheriffs' Office Employees Alliance

## APPENDIX "A"

<b>FULTON COUNTY SHERIFF'S OFFICE EMPLOYEES ALLIANCE 1/1/08 - 12/31/11</b>	
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<u>GRADE</u>	<u>TITLE</u>	3.25% 1/1/2008 <u>START/ONE YR</u>	3.25%+ \$200 on base 1/1/2009 <u>START/ONE YR</u>	3.25%+\$200 on base 1/1/2010 <u>START/ONE YR</u>	3.25%+\$200 on base 1/1/2011 <u>START/ONE YR</u>
S-1	TYPIST	\$10.97 / \$12.90	\$11.41 / \$13.42	\$11.87 / \$13.96	\$12.33 / \$14.51
S-2	ACCOUNT CLERK/TYPIST	\$11.43 / \$13.45	\$11.89 / \$13.99	\$12.37 / \$14.55	\$12.85 / \$15.12
S-3	CIVIL CLERK	\$11.75 / \$13.82	\$12.22 / \$14.37	\$12.70 / \$14.94	\$13.20 / \$15.53
S-4					
S-5	COOK  COMMUNICATIONS SPECIALIST	\$12.73 / \$14.98	\$13.24 / \$15.57	\$13.75 / \$16.18	\$14.29 / \$16.81
S-6	SENIOR CIVIL CLERK	\$12.88 / \$15.15	\$13.38 / \$15.74	\$13.90 / \$16.35	\$14.43 / \$16.98
S-7	LPN	\$14.04 / \$16.52	\$14.59 / \$17.16	\$15.15 / \$17.82	\$15.73 / \$18.50
S-8	CORRECTION OFFICER	\$14.59 / \$17.16	\$15.15 / \$17.82	\$15.73 / \$18.50	\$16.32 / \$19.20
S-9	CORPORAL CORRECTION OFFICER	\$15.39 / \$18.11	\$15.98 / \$18.80	\$16.58 / \$19.51	\$17.20 / \$20.24
S-10	SERGEANT CORRECTION OFFICER	\$16.24 / \$19.11	\$16.86 / \$19.83	\$17.49 / \$20.57	\$18.14 / \$21.34
S-11	REGISTERED PROFESSIONAL NURSE	\$18.99 / \$22.34	\$19.70 / \$23.17	\$20.42 / \$24.02	\$21.17 / \$24.90

REMARKS: