

AGREEMENT
REGARDING THE TERMS AND CONDITIONS
OF EMPLOYMENT
BETWEEN
THE COUNTY OF OTSEGO
AND
THE OTSEGO COUNTY DEPUTY SHERIFFS'
BENEVOLENT ASSOCIATION

2004-09

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AGREEMENT
BY AND BETWEEN
OTSEGO COUNTY DEPUTY SHERIFFS= BENEVOLENT ASSOCIATION
AND THE
COUNTY OF OTSEGO

PREAMBLE

This Agreement entered into by the County of Otsego, New York, hereinafter referred to as the Employer, and the Otsego County Deputy Sheriffs' Benevolent Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I
RECOGNITION

The Bargaining Unit shall include all full-time permanent employees of the Sheriff's Department who are appointed the title of:

Correction Lieutenant
Correction Sergeant
Correction Officer
Sr. Civil Clerk
Account Clerk-Typist

The Bargaining Unit shall exclude:

Sheriff
Undersheriff
Probationers
All others not listed above

New Titles. When new titles are created that appear to be within the scope of the unit or existing titles are reclassified, the Employer will consult with the Association in determining whether the new or reclassified titles should be included in the bargaining unit as defined above. If the parties cannot agree on the unit status of a title, the matter shall be submitted to PERB for determination. The Employer may create the position and fill the vacancy subject to a final determination on unit status.

ARTICLE 2
UNION SECURITY

2.1 Pledge Against Coercion

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

2.2 Aid to Other Unions

2.2.1 The Employer agrees there will be no aid, promotion, or financing of any other labor group, association, or organization which purports to engage in collective bargaining, and that any such activities on the part of the Employer or his/her subordinate staff for any purpose is prohibited.

2.3 Checkoff of Union Dues and Other Deductions

2.3.1 All employees covered by this Agreement who become members of the Union shall tender their membership dues to the Union by signing the authorization for payroll deduction of Union dues form provided by the Union.

2.3.2 The Employer understands that the Union has the exclusive right of dues deduction and agrees to deduct such Union membership dues in accordance with the amount certified by the Union from the pay of those members who have executed such payroll deduction authorizations of this Agreement, and to maintain such deductions for the term of this Agreement.

2.3.3 The Employer understands that the Union has the exclusive right of payroll deduction of premiums for all Union sponsored insurance programs, and also agrees to make a separate deduction for such insurance programs which are currently available or will become available to Union members. The Employer will maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization form provided by the Union or appropriate agency approved by the Union.

2.3.4 Payroll deductions of Union dues and Union sponsored insurance programs required and authorized by the employees shall become effective at the date that the appropriate form, if any, designates, or, if none, when it is signed by the employee. All deductions shall commence no later than the beginning of the next payroll period.

2.3.5 The aggregate totals of all Union dues deductions and the aggregate totals of all insurance deductions shall be remitted separately each payroll period with a list of names of those employees from whom such deductions have been made to:

Union Dues: President or Treasurer
 Otsego County D.S.B.A.
 Public Safety Building
 172 C/H 32W

Cooperstown, New York 13326

Insurance Premiums: As per card designation

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

2.3.7 The Union shall promptly refund to the Employer any funds received in accordance with this Agreement which are in excess of the amount of dues or other deductions which the Employer has agreed to deduct.

2.3.8 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer in good faith for the purpose of complying with the provisions of this Article.

2.4 Notification of New Employees

2.4.1 Upon request of the Union, the Sheriff will submit to the local Union each month a list of any new employees hired, the department or activity in which they are working or will work, their home addresses, and the status of their employment as to whether they are temporary, seasonal, federally funded or permanent.

2.5 Access to Premises

2.5.1 The Employer agrees to permit representation of the Union to enter the premises of the Employer for reasonable periods for the discussion of working conditions, explanation of Union membership, service and programs with employees, and communication with other officers and stewards of the Union, provided such discussions do not unduly interfere with the performance of duties assigned to the employees, and further provided that the Sheriff and/or his designee has granted advance permission for such discussions, which permission shall not be unreasonably withheld.

2.5.2 The Employer shall provide meeting space to the Union upon written request from the President of the local Union in buildings owned by the County, provided that the local Union agrees to reimburse the Employer for any additional expenses incurred by the Employer which would not have been incurred had the space not been available.

2.6 Bulletin Boards

2.6.1 The Employer agrees to provide 3'x4' bulletin boards for the exclusive use of the Union and the County to post notices and other Union information, space not to exceed one half at three (3) locations readily accessible to the employees.

2.7 Printing and Distribution of Agreement

2.7.1 The Employer agrees to provide one hundred (100) copies of this Agreement in handbook form to the Union and to all present employees in the Bargaining Unit, the full cost to be shared equally by the Employer and the Union. The Employer shall also provide copies of this Agreement to all new employees as they are hired.

2.8 Union Activities on Employer's Time and Premises

2.8.1 The Employer agrees that during working hours and for reasonable periods of time on the premises of the Employer, employees designated as Union representatives and whose names have been submitted to the Sheriff in writing by the local Union, shall be permitted to engage in the following activities without loss of time or pay:

- post Union notices,
- distribute Union literature,
- transmit communications authorized by the Union or its officers to the Employer or his/her representative,
- consult with the Employer, his/her representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement,
- sign up employees into the Union.

2.8.2 Nothing in this section shall be construed to be a limitation upon any lawful and other legitimate Union activity during non-working hours.

2.9 Contract Negotiations

2.9.1 If the scheduling of a negotiations sessions falls during an assigned shift of a member of the employee bargaining team, the time of the session which overlaps into the member's shift shall be granted without loss of compensation or leave days--provided that the conditions below are met. (If they are not met, members must use leave days to their credit for the purpose of negotiations.)

a) The Sheriff must be notified five (5) working days in advance of the intended absence.

b) The member in question must be actually present at the bargaining sessions.

c) This privilege against loss of compensation/time extends to no more than three (3) persons overall, per bargaining session; with no more than one (1) person coming from a given shift.

2.10 Union Business Leave

2.10.1 The Union President or his/her designee and one (1) other person designated by the Union shall receive leave with pay not to exceed an aggregate maximum of fifteen (15) days per year to attend meetings or workshops called by the Union. Five (5) days notice should be given to the Sheriff or his/her designee. Not more than one (1) person will be allowed time off to attend such meetings or workshops where allowing more than one (1) individual would require the County to schedule and pay overtime.

2.11 Joint Labor Relations Committee

2.11.1 To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a Joint Labor Relations Committee shall be established to discuss problems of mutual concern, which shall also include matters related to safety and training. The composition of the Joint Labor Relations Committee shall include the Sheriff and any supervisory personnel who may be involved in the matter to be brought before the Committee at a particular meeting. The Union shall be represented by the local Union President or his/her designee and one (1) other employee appointed to the Committee by the President of the Union. These employees shall not suffer loss of pay while attending these meetings.

2.11.2 The Joint Labor Relations Committee shall meet on a regular periodic basis, the time and frequency to be determined by the Committee itself. When there are no matters to be brought before the Committee, the meeting should be waived until there are matters to be considered. At the time of request, the party requesting the meeting will provide the item or items it wishes discussed.

2.11.3 If the Committee is unable to reach a solution to the problem, the complaint or matter shall be reduced to writing and presented to the Sheriff for his/her consideration as provided in Step 2 of the Grievance Procedure. From that point the Grievance Procedure shall be followed as provided in this Agreement.

2.12 Rules and Regulations

2.12.1 Within ninety (90) calendar days of the signing of this Agreement, the Sheriff shall meet with the Union for the purpose of reviewing any existing General Orders and Rules and Regulations of the Sheriff's Department. All General Orders and Rules and Regulations in existence or subsequently developed shall be reduced to writing and be distributed to all employees and become a part of this Agreement by reference.

2.12.2 All employees shall comply with any existing General Orders or Rules and Regulations that are not in conflict with any provisions of this Agreement, provided they are reasonable, uniformly applied, and uniformly enforced. Any dispute over reasonability or the manner of application shall be subject to the Grievance Procedure.

ARTICLE 3 GRIEVANCES AND ARBITRATIONS

3.1 General

3.1.1 It is the intent of this Article to provide an orderly and expeditious procedure for the processing and settlement of all grievances of employees and disputes between the Union and Employer. It is agreed, therefore, that should any grievance or dispute occur over any matter concerning the terms and conditions of employment, including the meaning, application, and interpretation of this Agreement, the grievance and arbitration procedure set forth in the appropriate sections of this Article shall be the only manner by which such grievances or disputes may be settled.

3.1.2 It is understood that no provision of this Agreement shall be interpreted to require

the Union to represent an employee at any stage of the grievance procedure if the Union does not consider the grievance to be with merit.

3.2 Matters Relevant to the Grievance Procedure

3.2.1 The time limits set forth in this Article are of the essence; however, they may be extended by mutual agreement of the parties in writing. For the purpose of this procedure, work days will exclude Saturdays, Sundays and enumerated holidays.

3.2.2 Any step of the grievance procedure may be waived by mutual agreement in writing, except that in the case of group or policy type grievances, the grievance may be submitted directly to the Sheriff.

3.3 Union Stewards and Representatives

3.3.1 Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Union officers and representatives who may also represent employees shall be certified in writing to the Employer by the local Union. A Union steward or authorized Union officer shall be permitted a reasonable amount of time to investigate and process grievances during their regular working hours without loss of time or pay; subject to the approval of the Sheriff or his/her designee. Such approval shall not be unreasonably withheld.

3.4 Rights of the Parties

3.4.1 Either party shall have access upon request to any written statements or records which will be presented as evidence by the other party at any hearing provided by this Agreement in advance of the date of such hearing. In the event either party does not have sufficient time to review such evidence because of the failure to supply it after timely request, the hearing shall be adjourned to a later date at the request of either party.

3.4.2 An aggrieved employee, his/her Union representative, and necessary employee witnesses shall not suffer any loss of time or pay, or be required to charge leave credits as the result of processing or investigating grievances, or attending hearings during their regular working hours. Reasonable and necessary time spent in processing and investigating grievances, including time spent at arbitration proceedings and any other proceedings that have to do with the administration of this Agreement, during such employees' regular working hours shall be considered as time worked for all purposes.

3.4.3 An employee shall not be coerced or intimidated, or suffer any reprisal, either directly or indirectly, including changes that may adversely affect his/her hours, wages, or working conditions, as the result of his/her exercising of rights guaranteed by this Agreement.

3.4.4 Staff representatives of the Union may participate at any step of the grievance procedure.

3.4.5 The failure of the grievant, either the Union or the employee(s) it represents, to proceed within a time limit set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure.

3.5 Grievance Procedure Steps

STEP 1. The Union steward or other authorized representative of the Union, with the aggrieved employee, shall present the grievance, in writing on a form provided by the Union to the immediate supervisor, who shall render his/her decision in writing to the Union steward or other authorized representative of the Union within five (5) work days after its presentation to him/her. Such grievances must have been presented within fifteen (15) work days of its occurrence or within fifteen (15) work days of when the employee or the Union steward knew or should have reasonably known of the occurrence giving rise to the grievance.

STEP 2. If the grievance is not resolved at Step 1, the local Union President or his/her designee shall reduce the matter to writing on a grievance form provided by the Union, setting forth the facts of the grievance and relief sought, and submit the grievance to the Sheriff within five (5) work days of the receipt of the immediate supervisor's decision, or of the date that such decision was due at Step 1. The Sheriff shall investigate the matter, which may include a meeting with the local Union President or his/her designee; however, in any case, he/she shall, within ten (10) work days of the receipt of the grievance, render his/her decision in writing to the local Union President or his/her designee, whichever the case may be.

STEP 3. If the Union is not satisfied with the decision at Step 2, or if no decision is forthcoming, it may, within fifteen (15) work days of receipt of the second step answer, or from the date that such answer would have been due, submit the grievance in writing to the Chairman of the Board of Representatives or his/her designee. The Chairman of the Board of Representatives may convene a meeting with the local Union President or his/her designee within ten (10) work days of the receipt of the grievance. The Chairman of the Board of Representatives or his/her designee shall render his/her decision in writing to the local Union President or his/her designee within five (5) work days of the date the meeting was held.

3.6 Arbitration Procedure

3.6.1 In the event that the Union is not satisfied with the Employer's answer or decision at Step 3 or no answer is forthcoming within the five (5) day period, the Union shall advise the Personnel Officer and Sheriff in writing within fifteen (15) calendar days of the final date in which the Chairman of the Board's answer is due under Step 3 that it is proceeding to arbitration and shall serve a demand for arbitration pursuant to Section 207.4 of PERB's Voluntary Grievance Arbitration Rules during such fifteen (15) calendar day period. The notice to the County shall be by registered or certified mail and shall be served on the Personnel Officer and Sheriff of the County. Each party shall be able to strike the names of any arbitrators furnished which are unsatisfactory to it and shall have the right to request additional lists.

3.6.2 In the event a dispute develops over whether or not the grievance is arbitrable, it is understood and agreed that the Arbitrator shall be the only authority to make that determination. Once the Arbitrator has determined that a grievance is arbitrable, he/she shall then proceed to determine the merits of the grievance being submitted to arbitration. This shall not limit the right of either party to seek judicial relief.

3.6.3 The Arbitrator shall be requested to render a decision within fifteen (15) calendar days of the arbitration hearing or within fifteen (15) calendar days of the receipt of any written position of both parties, should such a request be made by either party. However, he/she shall not have the power to amend, add to, modify, or delete any provision of this Agreement.

3.6.4 The expenses and fees of the Arbitrator shall be shared equally by the parties; provided, however, that each party shall be responsible for compensating its own outside representatives and expert witnesses, and purchasing its own copy of the written transcript of the arbitration proceeding. Any refusal to abide by an Arbitrator's award shall be an appropriate subject of appeal under Article 75 of the C.P.L.R.

ARTICLE 4 DISCIPLINE

4.1 Exercise of Rights

4.1.1 It is understood and agreed that the procedure for imposing employment discipline for employees under this Agreement shall be as set forth in this contract, in lieu of any other provision of Civil Service Law.

4.1.2 Discipline may be imposed upon an employee for incompetence and/or misconduct. Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the Sheriff.

4.1.3 Except for verbal reprimands, the employee and the Union shall be notified in writing, and Union representation shall be permitted. No employee shall be requested to sign any statement of admission of guilt to be used in a disciplinary proceeding without the opportunity to have an Association representative present. See contract Article 22.9 for restrictions on employee testing and screening.

4.1.4 Nothing in this Article precludes informal discussions in which settlement may be reached between management and employees. All parties are encouraged to settle disputes prior to arbitration.

4.1.5 No recording devices of any kind shall be used during any disciplinary proceedings unless the use of such device is agreed upon by all parties and each party receives a copy of the tape.

4.2 Discipline Procedures

4.2.1 When an employee has been served with written notice of discipline, management will preferably hold an informal conference with the employee. Thereafter, if legitimate disagreement persists, and only as a last resort, the Association and the Employer (or their designated representatives) will jointly agree upon a neutral hearing officer whose decision shall be final and binding. If, after exchanging several suggested names in writing, the Association and management are not able to agree on the selection of a hearing officer, the parties shall make application to PERB for a disciplinary arbiter to be appointed according to PERB's rules for selection.

4.2.2 Disciplinary arbiters shall not modify any part of the contract. All fees and expenses of the arbitration shall be divided equally between the Employer and the Association.

4.2.3 No employee shall be brought up on charges or be disciplined for acts which occurred more than forty-five (45) work days prior to the service of the notice required under 4.1.2 above, or within forty-five (45) work days of management's knowledge of the act or condition--except acts which would constitute a crime. Similarly, no disciplinary act may be appealed to arbitration later than forty-five (45) days from the time of initial disciplinary notice. For the purpose of this procedure, work days will exclude Saturdays, Sundays and enumerated holidays.

4.2.4 At all stages of discipline (except verbal reprimands) the employee may be represented by the Association, if requested.

4.3 Employee Personnel Records

4.3.1 All employees, upon request, shall be given a reasonable opportunity to review their official personnel file maintained by the Sheriff's Department. This file shall contain their original application for employment and any job evaluations, commendations, reprimands, suspensions, and any other records of actions which have taken place during their employment with the County. Upon review of their file, employees may request and shall be provided with copies of records they have not previously been given.

4.3.2 No letter of criticism, poor evaluation, reprimand, or any other document which could affect an employee's job security, may be placed in an employee's official personnel file without the employee first having the opportunity to review such document.

ARTICLE 5 CLASSIFICATION CHANGES

5.1 Within thirty (30) calendar days of the execution of this Agreement, the Employer shall provide to the Union a complete list of all job titles and job classifications together with their appropriate specifications.

5.2 It is the intention of the parties that the basic structure of each job title and classification will be adhered to by the Department; however, while it is understood that the maintenance of job classifications and specifications for such jobs is the function and responsibility of the Employer, consideration of any proposed new salary or wage structure will be discussed with the Union. The Employer will then designate the new rate structure for the position.

ARTICLE 6 SENIORITY

6.1 Definition of Seniority

6.1.1 Seniority shall generally mean an employee's total length of employment as an employee of the Sheriff's Department of the County of Otsego since his/her last date of

hire, including time served under CETA or other federally funded programs. For the purpose of bidding on work shifts and selection of vacation periods, seniority shall mean length of time in title.

6.2 Probationary Employees

6.2.1 Every new employee who is hired to fill a position on a permanent basis shall be subject to a probationary period of not more than one (1) year which shall include the required training period. Upon the satisfactory completion of the probationary period, such employees shall be notified in writing of such successful completion, and they shall be entered on the seniority list retroactive to their initial date of hire.

6.2.2 The Sheriff's Department will strive to evaluate a probationer at least once during his/her probationary period.

6.2.3 Probationers shall be covered by contract sections:

Article 2	Union Security
Article 9	Overtime
Article 10	Holidays
Article 11	Vacation
Article 12	Paid Leaves of Absence
Article 13	Sick Leave
Article 14	Disability
Article 16	Absenteeism
Article 17.1.1	Salary
Article 18	Hospitalization
Article 19	Retirement
Article 20	Death Benefit
Article 21	Indemnification
Article 22.4	Safety
Article 22.5	Staffing
Article 22.6	Facilities
Article 22.7	Personal Damages
Article 22.9	Testing (new version)
Article 23	Strikes and Lockouts
Article 27	Management Rights

6.2.4 As to Article 3 Grievance Procedure, no grievance dealing with probationary employees may be entertained or processed, unless it is specifically contained in the express written language of one of the designated sections in the above list. With respect to probationers, these limitations shall be strictly interpreted, in that the presumption of exclusion shall prevail in questionable cases.

6.3 Seniority Lists

6.3.1 The Employer agrees upon the signing of this Agreement, to post and furnish the Union with an original seniority list. The Sheriff will provide an update of this list at the request of the Union at least once every year. The seniority list will show the names of such employees, their job classification, their last date of hire and their last date of promotion to their present title.

6.4 Breaks in Continuous Service

6.4.1 For the purpose of seniority, an employee's continuous service record shall be broken only by a voluntary resignation, a dismissal that is not reversed through the procedures set forth in this Agreement, failure to return to work when recalled from layoff, and retirement; however, should such an employee be rehired within one (1) year of his/her date of leaving service to work in any title in which he/she is qualified, then the break in continuous service shall be removed from his/her record subtracting the period of non-service.

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

ARTICLE 7 WORK FORCE CHANGES

7.1 Promotion and Filling of Vacancies

7.1.1 Each January, the Sheriff shall post a list of all existing positions, together with a sampling preference form on which applicants may, during that month, designate their interest in any position, presuming the position were to become open during the year. Internal distribution is also recommended. Should openings occur later during the year, the Sheriff shall consult persons previously signed to determine their continued interest and make a selection in accordance with Section 7.1.2.

7.1.2 The Employer shall fill such job opening or vacancy only from those employees who have applied who meet the minimum job requirements set forth in the job opportunity notification, except that if there is more than one (1) employee who meets the minimum requirements of the job, then such position shall be filled by selecting from among the three (3) most senior qualified employees who meet the minimum requirements of the job. Copies of the specifications and qualifications required for appointment to all positions covered by this Agreement shall be given to the Union.

7.1.3 Any employee selected for a position in accordance with the procedure set forth above shall undergo a trial period of one (1) year. If, within the time permitted, it is found that such employee cannot carry out the responsibilities of the position for which he/she was selected, or the employee voluntarily relinquishes such position, the said employee shall be restored to his/her former position or assignment. The vacant position will then be offered to the employee who was next choice on the list of those who had qualified during the original bidding period, the procedure for which was set forth in Section 7.1.2. This is not a grievable procedure unless considered arbitrary and capricious. The Employer shall notify the employee of the reason for the action.

7.2 Training Assignments

7.2.1 For the purpose of this Agreement, employees selected to participate in any training program, whether or not such training program takes them away from their regular job

assignment, shall be considered to be on a job assignment, and the selection of such employees shall be on the basis of seniority and suitability.

7.2.2 Whenever any training program offered by other agencies is made available by the Employer for employees to participate, a notice of such available training program must be posted on all bulletin boards for no less than fourteen (14) calendar days so that all interested employees may have an opportunity to bid on such assignment.

7.3 Out-of-Title Work

7.3.1 Whenever it becomes necessary for the Employer, because of temporary vacancies in higher classification or assignment created by reason of illness, vacation, leaves of absence, or other reasons, to temporarily fill such positions with other employees in lower classifications, the filling of such temporary vacancies shall be made initially from among those employees in the immediate unit where the temporary vacancy occurred, and the assignment shall be made from the three (3) most qualified employees who meet the minimum requirements of the job. Any employee assigned to fill such temporary openings shall be paid the higher salary rate established for the position he/she is temporarily filling after three (3) calendar work days in accordance with Section 17.2.1 of this Agreement.

7.4 Lay-Off and Notification

7.4.1 It is understood and agreed that in the event the Employer plans to lay off employees in this Bargaining Unit for any reason, the Employer will notify the Union in writing of its plans at least two (2) weeks prior to the date that such action is proposed to commence. This will exclude any federally or state funded programs.

7.4.2 Lay-offs shall be accomplished by laying off first all newly hired provisional employees and secondly, all newly hired probationary employees. If further lay-offs are necessary, then permanent employees shall be laid off in classification in the inverse order of their seniority, subject only to the appropriate provisions of State Law applicable to veterans and to any other provisions of this Agreement that may apply.

7.4.3 Any employee to be laid off will receive no less than fourteen (14) calendar days' notice, such notice to be delivered by hand with his/her regular paycheck. The Employer shall, upon request, forward to the local Union a list of all employees being laid off on the same date that the notices are issued to the employees.

7.5 Displacement Rights

7.5.1 When any permanent employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority rights to displace any employee with less seniority. Such employee may, if he/she so desires, displace an employee in a position equal to or lower than his/her present job title, provided the displacing person has greater seniority than the employee whom he/she displaces, and further provided he/she can do the job with minimal training.

7.6 Recall Rights

7.6.1 Laid off employees shall be placed on a recall list in the order of their seniority. The recall rights of laid off employees shall expire after a period equal to their seniority, but in

no case less than two (2) years from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee=s last known address.

7.6.2 When the work force is increased after a lay-off, employees on the recall list shall be recalled according to their seniority, such notice of recall being sent to each employee recalled at his/her last known address. The Union shall be notified at the same time the employees are being notified. Any employee who fails to report to work or to notify the Employer within ten (10) calendar days from the date of mailing or notice of recall, shall be considered a quit. It is understood that no new employees will be hired until all employees on lay off have been recalled.

7.7 Consolidation and Elimination of Facilities

7.7.1 It is understood and agreed that the Employer, prior to implementing any proposal to change its facilities or operations, including the expansion, partial or total closure, consolidation, partial or total relocation, or termination of certain activities, will notify the Union in writing of such pending decisions at least three (3) months, if possible, in advance of the date that such action is proposed to take place. Either party shall meet at the request of the other party for the purpose of discussing the matter and for the consideration of alternative measures.

7.8 Transfers and Re-Assignments

7.8.1 Employees who desire to transfer to another activity with the Sheriff's Department must submit a written request for such transfer to the Sheriff.

7.8.2 Employees requesting such transfers within the Department will be permitted to exercise their seniority rights in accordance with provisions of Article 6 of this Agreement, provided a vacancy exists and the employees are qualified or able to qualify in the discretion of the Sheriff. A decision of the Sheriff that is considered arbitrary and/or capricious shall be subject to the grievance and arbitration procedure of this Agreement.

7.8.3 In the event an employee is transferred involuntarily by the Employer under any provision of this Agreement, the employee shall be provided with a written statement setting forth, and with full particularity, the reason the action was taken, and the proposed date it is to take place. Any dispute arising over the transfer that has to do with it being alleged that the action is unjust, unreasonable, arbitrary or capricious shall be handled as a grievance and arbitration procedure of this Agreement and initiated accordingly.

7.9 Maintaining Qualifications

7.9.1 The Employer shall be under no obligation to continue the employment of any employee who has not kept up his/her qualifications as required by the State of New York and law enforcement accrediting organizations. This includes the Bureau of Municipal Police and the New York State Sheriff's Association and the New York State Commission of Correction. Training will be provided by the County Sheriff on the availability of same from the respective bureau.

ARTICLE 8
WORK HOURS AND SCHEDULES

8.1 Regular Work Hours

8.1.1 The regular hours of work each day shall be consecutive, which shall include lunch periods.

8.1.2 Any employee fit to work who is scheduled to report for work and who presents him/herself for work as scheduled shall be assigned work.

8.2 Work Week and Work Shifts

8.2.1 The regular work week for all employees shall run from Monday through Sunday. The regular work week shall consist of five (5) consecutive days on and two (2) consecutive days off, forty (40) hours a week.

8.2.2 The regular work day or work shift shall consist of eight (8) consecutive hours within a twenty-four (24) hour period commencing from the employee's regular starting time. Except as specifically stated otherwise elsewhere in this Agreement, all employees shall be scheduled to work a regular work shift, which shall have a regular starting time and quitting time.

8.3 Work Schedules

8.3.1 Work schedules showing all employees' work shifts and work days shall be maintained by each of the various operations of the Sheriff's Department and posted where accessible to employees.

8.3.2 Work hours for all employees of the Sheriff's Department shall be as follows:

Correction Officers shall be distributed through three (3) shifts over a twenty-four (24) hour period; shifts shall run from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. An overlapping shift from 11:00 a.m. to 7:00 p.m. shall also exist. If more than one (1) Correction Officer seeks to fill a vacancy on that shift, seniority shall be considered. Should a vacancy exist on the shift, without applicants, it will be considered a beginning shift for newest Correction Officers.

8.3.3 An employee's work shift may not be changed under any circumstances for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or at any other time. Correction Officers, during probationary period, may be moved from one shift to another for purposes of training, but in no case shall a shift change be made for the purpose of avoiding the payment of overtime.

Where the movement from one shift to another of a probationary Correction Officer for purposes of training makes necessary the temporary moving of the shift of a non-probationary Correction Officer in order to assure adequate coverage on all shifts, the change of the non-probationary Correction Officer's shift can be accomplished, for a period of not more than thirty (30) calendar days, on the following basis:

(1) The Sheriff shall ask if a non-probationary Correction Officer on the appropriate shift wishes to volunteer to move onto the inadequately covered shift for the necessary time period.

(2) If no permanent Correction Officer volunteers, the Sheriff may assign a non-probationary Correction Officer from the shift on which the probationary employee is being trained onto the inadequately covered shift. Such assignments shall be on a least seniority basis, except that no non-probationary Correction Officer shall be assigned to move his/her shift a second time until all non-probationary Correction Officers have been assigned to move once.

This same procedure of asking for a volunteer and then assigning an employee if no officer volunteers shall be utilized when shift changes are necessary to maintain an appropriate staff in an emergency situation.

8.3.4 All employees shall be assigned permanent work shifts as provided for under 8.3.3. It is understood that the present work week and work shift schedule as set forth in this Agreement may be changed only after consultation with the Union. Notification of any planned change in the work week or work shift schedule shall be given to the Union no less than thirty (30) calendar days prior to the proposed implementation date.

8.3.5 Should any shift vacancy occur in the same classification on any work shift within a unit or activity, such shift vacancy will be filled on the basis of seniority from among employees who have filed written bids to fill such shift vacancies. All shift vacancies shall be posted for bid in accordance with Article 7 of this Agreement.

8.4 Substitution

8.4.1 The practice of substitution where an employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost to the Department, is within rank only, the supervising officer under whose jurisdiction the substitution will occur is notified in advance, and the request is approved by the Sheriff. Neither the Employer nor the Department shall be held responsible for enforcing any agreement made between employees.

8.5 Lunch Periods

8.5.1 All employees shall be entitled to a one-half (1/2) hour lunch period which may be taken at any time during the employee's regular work shift, such time to be considered as time worked.

ARTICLE 9 OVERTIME AND PREMIUM PAY

9.1 Overtime Distribution

9.1.1 All overtime work shall be distributed equally among employees in the same job classification within the same unit or activity, the equalization of which shall take place no less than once each three (3) months, commencing on the first day of the calendar month following the execution date of this Agreement. It is understood and agreed that overtime

lists will be established and maintained in each unit or activity from which employees will be selected when overtime work is warranted, such lists to be established in the order of seniority.

9.1.2 On each occasion that overtime work occurs, the opportunity to work such overtime shall be offered to employees in the order of appearance on the list in that particular unit or activity. An employee who does not accept the overtime work shall, for purposes of overtime equalization, be charged with eight (8) hours, and the next employee will be offered the overtime work. Once the list is completely utilized, overtime work shall then be offered to employees with the least number of overtime credits at that time. It is understood and agreed that work already in progress shall be completed by the employee performing the work at the time the determination was made that the overtime work was necessary. It is also understood that upon the exhaustion of employees' names within a particular unit or activity, overtime work may then be offered to employees in other units or activities on the same basis until the required number of employees have been selected.

9.1.3 A record of all overtime hours worked by each employee within any unit or activity shall be posted each month on the appropriate bulletin boards. The Union shall be provided with a bargaining unit-wide breakdown once every six (6) months.

9.1.4 It is understood and agreed that all overtime work that does not constitute an emergency situation shall be voluntary, and that no employee shall be discriminated against who declines to work such overtime.

9.2 Overtime Premium Pay

9.2.1 Time and one-half (1-1/2) the employees' regular rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day, all work performed in excess of forty (40) hours in any work week, and/or all work performed before or after any regular scheduled work shift. All employees shall be paid time and one half (1-1/2) for all work performed on the sixth (6th) and seventh (7th) day of their regular work week, with a guarantee of no less than four (4) hours pay if called in to work on such days.

9.2.2 Any employee required to work four (4) hours of overtime following his/her regular full work day shall be granted one-half (2) hour off with pay at the overtime rate for the purpose of eating, and an additional one-half (2) hour off with pay for each subsequent four (4) hour period of overtime to be followed by additional overtime.

9.2.3 All in-service training such as firearms instructions and qualification, training films, and seminars held on or off the premises after or prior to an employee's regular work shift, as ordered by the Sheriff or his/her designee, shall be considered as overtime, and shall be paid for at the appropriate premium rates of pay.

9.2.4 Time during which an employee is absent from work because of vacation, holidays, personal leave, sick leave, compensatory time off, or other paid leave benefit, shall be considered as time worked for the purpose of computing overtime.

9.2.5 Shift differential pay shall be considered as part of an employee's regular rate of pay for the purpose of establishing an employee's rate of pay from which overtime premium pay is to be calculated.

9.2.6 All overtime work shall be paid for no later than by the next regular payroll check, if possible. Compensatory time may be considered a manner of payment in lieu of overtime pay only at the option of the employee, authorization for which must be made in writing and signed by the employee.

9.3 Court Time

9.3.1 Employees who are required to appear in any court or other regulatory or administrative agency in connection with their assigned duties at any time other than during their regular scheduled work shift shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked, with a minimum guarantee of no less than four (4) hours pay at their straight time rate of pay.

9.3.2 Employees subject to court duty shall be compensated for their use of their personal automobiles at the then current IRS rate for all miles driven both from and returning to their point of origin.

9.3.3 Compensation from the County in 9.3.1 and 9.3.2 preceding, is inapplicable where the court time is for another agency than Otsego County.

9.4 Call Out Time

9.4.1 Employees called out for emergency duty in addition to or outside of their regularly scheduled work shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2) or be allowed compensatory time at time and one-half (1-1/2).

9.4.2 In any case where the call out work assignment and the employee's regular work shift overlap, the employee shall be paid the call out rate of time and one-half (1-1/2) until his/her regular work shift commences. The employee shall then be paid for the balance of their regular work shift at their regular rate of pay.

9.5 Pre-Shift Reporting

9.5.1 Regular full-time unit members shall be compensated up to fifteen dollars (\$15) per pay period, provided they are in uniform and present for pre-shift briefing, fifteen (15) minutes in advance of their scheduled shifts, during that pay period. Pre-shift pay time may be pro-rated at the option of the Department.

9.5.2 Such time must be accurately recorded by time clock or other reliable method at the discretion of the Department.

9.5.3 Pre-shift time shall not include uniform changing time. Employees must arrive before pre-shift reporting, where changing on Department premises is required.

9.5.4 Pre-shift pay time shall have no effect on an employee's overtime. It shall not be counted toward overtime, nor shall it cause other credited time to pass into overtime status. Overtime calculations should remain the same as if pre-shift time did not exist.

9.5.5 Both the County and the Sheriff's Department acknowledge that the use of pre-shift reporting is intended solely for the law enforcement employee area (i.e., the existing full-time positions in this contract bargaining unit).

ARTICLE 10
HOLIDAYS

10.1 Recognized and Observed Holidays

10.1.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Floating Holidays (2)
Independence Day	

With respect to holidays as limited by the above list, the day to be observed pertains to the official legal holiday, not necessarily the day observed by another bargaining unit.

10.1.2 For full-time staff employed on a regular-employment basis (i.e., not temporaries or substitutes), in the event a holiday listed in Section 10.1.1 falls while that employee is on his/her scheduled day off, or on paid vacation, or on paid sick leave, then he/she will receive another day in lieu of the official holiday, schedulable at a time acceptable to the Sheriff.

10.1.3 An employee must have worked his/her last scheduled work day prior to a holiday and his/her first scheduled work day after the holiday to receive compensation for the holiday, unless he/she was absent because of vacation, personal leave, or any other absence approved by the Employer. In case of illness on the last regularly scheduled working day preceding a paid holiday or on the first regularly scheduled working day following a paid holiday, a doctor's certificate may be required by the Sheriff in order for the employee to receive pay for the holiday.

10.1.4 Employees who are scheduled to work on any of the holidays set forth in 10.1.1 above, and do so work, shall receive one and one-half (1-1/2) time for the day, as well as another day in lieu of the observed holiday. The subsequent in-lieu holiday shall be scheduled at a time acceptable to the Sheriff. When an employee who is scheduled to work an observed holiday, instead requests and is granted a leave day for that work-scheduled holiday, then he/she shall receive only the regular pay for the leave day, without a subsequent in-lieu holiday. An employee shall be permitted to carry no more than ten (10) in-lieu days at any one time. Upon reaching the maximum accrual of ten (10) in-lieu days, the employee will be paid for additional days earned beyond said maximum.

10.1.5 Prior to utilizing a floating holiday, an employee covered by this Agreement must have been continuously employed for at least six (6) months. In order to use a floating holiday, an employee must notify the Sheriff or his designee in writing at least fifteen (15) working days in advance of the requested date. Floating holidays shall not be unduly denied. However, the Sheriff shall have the right to limit the number of employees using a floating holiday on any given day according to work requirements. Floating holidays shall not accumulate from year to year.

10.1.6 The Sheriff's office staff shall celebrate the holidays at the same time as all other civilians in the employ of the County.

ARTICLE 11
VACATIONS

11.1 Vacation Allowance and Eligibility

11.1.1 All employees hired prior to January 1, 1995 covered by this Agreement shall be entitled to the following consecutive vacation period:

After Designated Number of Years Continuous Service	Number of Work Days Allowed for Vacation
1 year	13
5-10 years	18
11 years	19
12 years	20
13 years	21
14 years	22
15 years	23

Employees hired on or after January 1, 1995 shall earn vacation leave credits in accordance with the following schedule:

After Designated Number of Years Continuous Service	Number of Work Days Allowed for Vacation
1 year	10
5 years	18
11 years	19
12 years	20
13 years	21
14 years	22
15 years and over	23

11.1.2 Payment for vacation time shall be made on the regular payroll date for the period in which the vacation is taken. An employee who has worked for Otsego County for at least five (5) years and is eligible for retirement benefits, shall have his/her vacation credits pro-rated to cover the time worked since his/her last anniversary date.

11.1.3 Vacation earned during any employment year, but not used, may be carried over from that year to the next succeeding one only, with the approval of the Employer. Any vacation time unused for a period of two (2) years shall be lost. Under no circumstances shall vacation credits accrue in excess of forty (40) days.

11.2 Choice of Vacation Periods

11.2.1 An employee will be granted the amount of his/her vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing in 11.1 above, except that if circumstances make it necessary for the Employer to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation periods in the event of conflicts, subject to the following provisions:

a) The application for vacation leave must be made on the appropriate form (provided by the Employer) at least one (1) calendar month in advance of the month in which the vacation period is requested.

b) The requested vacation period will be posted to the schedule for that following month.

c) Due to the seasonal character of public influx and tourism in Otsego County, the period including the last week in June through the first week in September may be regarded as an essential coverage period. Because of this, as well as a prevalence of vacation requests during the summer, an employee shall be limited to no more than ten (10) vacation days during that defined period, unless there is specifically no conflict with another employee's requested time. Any emergency exceptions must have written approval in advance from the Sheriff.

d) In case of conflicts, the employee with greater seniority will be granted the vacation period of their request, if such was in accordance with this procedure. The employee not receiving preference will be allowed to change his/her vacation period or withdraw his/her request.

e) All vacation requests properly submitted in accordance with the above will be notified in writing at the end of the bidding month as to their approval or disapproval. Approved requests will remain attached to the schedule to the extent appropriate.

f) In case of an emergency where the one (1) month advance request notice is not possible, the Sheriff or his/her designee, may waive the notice, provided the employee supplies proof acceptable to the Sheriff of the serious emergency.

g) All vacation requests are to be submitted for approval by the employee to the designated personnel within their particular assigned department.

11.2.2 Employees will be permitted to use their accrued vacation days in minimum increments of single work days subject to the approval of the Sheriff. Such requests must be submitted at least five (5) working days in advance of the requested leave on the appropriate form. The purpose of this provision is to eliminate the previous practice whereby the employee was limited to the use of no more than four (4) independent vacation days per year.

11.3 Computation of Time and Pay

11.3.1 If a recognized and observed holiday occurs during an employee's vacation period, the holiday will not be charged against the employee's vacation credits and the vacation period shall be extended one (1) additional day for each such holiday.

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

11.3.3 Vacation pay shall be calculated at the employee's regular pay in effect for the position the employee holds at the time he/she takes his/her vacation, which shall also include any shift differential, longevity service pay, and any other emolument he/she may be entitled to on a regular basis.

11.4 Transfer Rights and Separation

11.4.1 If an employee is transferred to another County Department outside of the jurisdiction of this Bargaining Unit, all vacation credits the employee may have accumulated under the provision of this Agreement shall be transferred with him/her to his/her new job.

11.4.2 Employees shall be entitled to cash payment of the monetary value of accumulated and unused vacation time, up to a maximum of forty (40) days accrued, standing to the credit of such employee, at the time of his/her separation from service for reasons of retirement, lay-off, resignation, dismissal or death. In the event of death in service, such sum shall be paid to the estate of the decedent.

11.5 Work During Vacation Period

11.5.1 Any employee who, because of an emergency situation, is required to work during his/her scheduled vacation period previously selected shall be paid at the rate of time and one-half (1-1/2) his/her regular rate of pay for any part of his/her scheduled vacation period. Such employee shall then be permitted to reschedule that portion of his/her lost vacation period with full pay to any future period he/she may request.

ARTICLE 12 PAID LEAVES OF ABSENCE

12.1 Bereavement Leave of Absence

12.1.1 Any employee who has a death in his/her immediate family (grandparents, brother, sister, spouse, child, father, mother, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunts, uncles, nieces, and nephews) shall be granted a leave of absence with no loss of time or pay, to a maximum of three (3) consecutive regularly scheduled work days, for each separate death in the employee's immediate family, and which shall not be deducted from any other paid leave benefit. It is expressly understood that the employee shall be entitled to compound such leave in the event of multiple, simultaneous deaths in the immediate family. One (1) day of

bereavement leave may be taken in case of the death of any fellow employee in the Sheriff's Department and to attend the funeral. Bereavement leave shall not be accumulative.

12.1.2 In the event of a death in the immediate family of an employee that occurs while the employee is on vacation, such employee, upon request, shall be granted the option of extending his/her vacation time for the additional period provided under 12.1.1, or taking such time for use at some future date, provided, however, that certified proof of such death is forthcoming as properly attested to by the attending physician or other authority acceptable to the Employer.

12.2 Volunteer Firefighter and Emergency Squad Members

12.2.1 An employee losing time from his/her work schedule because he/she was involved in fighting a fire as a volunteer firefighter or serving as an emergency squad member will be compensated for such time lost at his/her regular rate of pay, provided the employee presents a statement from his/her fire chief or emergency squad captain attesting to his/her time spent in fire fighting or emergency activities.

12.3 Extraordinary Weather Conditions

12.3.1 Employees may be excused by the Sheriff or his/her designee for failure to work on account of extraordinary weather conditions, with time being charged against any paid leave the employee may have accumulated, which shall be designated by the employee.

12.4 Civic Duty

12.4.1 Employees required to appear before any court or other public body on any matter not related to their work assignments, and in which they are not personally involved as a plaintiff or defendant, shall be granted such leave of absence with no loss of pay or time for the period necessary, with no deduction being made from any other leave benefit.

12.5 Blood Donation

12.5.1 With the approval of the Sheriff, blood donations may be allowed employees without loss of pay. Each such absence in excess of two (2) hours shall be charged to earned sick leave credits in one-half (1/2) day units.

12.6 Civil Service Examinations

12.6.1 Eligible employees shall be permitted the necessary time off, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional Civil Service examinations held by the Department of Civil Service of the County of Otsego. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held.

12.7 Military Service Leave and a Drill

12.7.1 Any employee who is required by any branch of the armed forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted military leave of absence at full pay for all such periods not to exceed thirty (30) calendar days or twenty-two (22) working days, whichever is greater, per calendar year, pursuant to Sections 242 and 243 of the Military Law of the State of New York. When such employees are involved in schooling programs or other programs that require time off in addition to that provided by statute, such time off may be granted upon the request of the employee, but without pay, or, upon proper authorization in writing from the employee such time off will be deducted from an employee's vacation credits, personal leave credits, or any other paid leave credits the employee may have accumulated other than sick leave, solely at the option of the employee.

ARTICLE 13 SICK LEAVE

13.1 Eligibility and Definition

13.1.1 Employees contracting or incurring any non-service connected sickness or disability, including pregnancy and maternity care, who are quarantined by health authorities, or who must make medical or dental visits during their regular working hours, shall be entitled to receive sick leave at full pay for all such absences, which may be taken in one (1) hour units. If returning from quarantine a medical certificate may be required.

13.1.2 Sick leave credits, not to exceed five (5) work days per calendar year, may be used also in the event of illness in the immediate family of such employees (spouse, parents, children, grandparents) where their presence is necessary to make household adjustments and arrangements for medical services, provided that sick days have been earned and accumulated and all personal leave days have been exhausted.

13.2 Sick Leave Accrual

13.2.1 All employees shall be allowed sick leave credits at the rate of one (1) working day per calendar month of service, which shall be cumulative up to one hundred sixty-five (165) days, provided, however, that an employee shall not earn sick leave credit for any month unless he/she is on full pay status.

13.2.2 Probationary employees shall be entitled to accumulate and utilize sick leave during their probationary period, which shall be cumulative at the rate of one (1) day of sick leave credit for each month of their probationary period. Temporary or part-time employees shall not be entitled to sick leave benefits.

13.2.3 An employee absent from work due to occupational injury or illness that is covered by Workers' Compensation, will be credited with sick leave credits in the usual manner.

13.2.4 Unless otherwise provided by this Agreement, sick leave credits shall be credited to the sick leave account of the employee on the first day of each month.

13.2.5 For new employees, the first sick leave credit shall be added to such employee's

account on the first day of the first month following their first full month of employment.

13.2.6 Sick leave credits shall not be added to or be held in reserve for the sick leave account of an employee who has accumulated the maximum sick leave credits.

13.2.7 Sick leave credits shall be added to the account of an employee who has accumulated the maximum sick leave credits only as such accumulated credits are used. Credits shall then be added in the same manner as stated in 13.2.4 or 13.2.5 of this section, depending on whichever conditions are applicable under the prevailing circumstances.

13.2.8 Any accumulated sick leave credits not used prior to the retirement of any employee or termination of employment for any other reason, shall become void effective on the date of such retirement or termination of employment and no sick leave benefits shall be paid such employee thereafter, except that such sick leave credits shall be available for retirement benefit purposes to the maximum permitted by law.

13.3 Application of Allowances

13.3.1 Absence because of personal illness must be reported by the employee on the first working day of such absence within such time limits as the Rules and Regulations of the Sheriff's Department require. The Sheriff shall not require a doctor's certificate for any absence of less than three (3) consecutive work days, unless he/she feels that a particular employee has abused his/her absence for illness. In such cases, the Sheriff will inform the employee, in writing, with a copy to the Union, and for how long such restriction will be in effect. In such case, a doctor's certificate shall be required whether or not the absence is for more than three (3) consecutive work days. Any disagreement over the action of the Sheriff shall be subject to the grievance and arbitration procedure of this Agreement.

13.3.2 In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue in his/her job duties, then a third physician, mutually agreed upon and selected by the two (2) physicians, shall make the final determination. The full cost of the services of the third (3rd) physician shall be borne by the Employer.

13.3.3 It is understood and agreed that under no circumstances will the deduction of sick leave credits be applied to absences of employees brought about as the result of injuries sustained by employees while in the service of the Employer, on duty, or as required by law, and that all such absences will be fully paid for in accordance with the in-service disability benefit provisions of this Agreement.

13.4 Sick Leave Bank

13.4.1 The Sheriff shall maintain a sick leave bank to be administered jointly by both the Union and the Otsego County Sheriff for the purpose of aiding Bargaining Unit members who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness.

13.4.2 Employees may become members of the bank by banking one (1) of their accumulated sick leave days to the bank upon their initial enrollment, and one (1) additional day each year thereafter as deemed necessary by the Board of Review. Such donations shall be made by means of filing a signed authorization statement with the Sheriff not later than January 31st of each year. Membership shall continue each year until the member notifies the Sheriff of his/her voluntary withdrawal, but shall in no case continue into a new year without a new contribution unless deemed necessary by the Board of Review. Employees must have a minimum of five (5) days accrued to become a member of the bank.

13.4.3 The participant must have been sick for twenty (20) consecutive work days prior to the commencement of sick leave bank benefits.

13.4.4 The maximum number of days to be held in and available from the sick leave bank in any one year shall be equal to the total number of days contributed by the employees and shall not exceed seven hundred fifty (750) days.

13.4.5 In the event of prolonged illness and upon approval by the joint Board of Review of an application with adequate justification (which shall include verification by the employee's physician), a member of the bank whose sick leave accumulation has been exhausted shall be entitled to draw up to eighty (80) days against the sick leave bank. There must be days available in the sick leave bank for use. The Board of Review shall have the right to have a physician of its choosing verify the medical condition.

13.4.6 Upon separation from County employment, a bargaining unit employee shall forfeit such leave days previously contributed to the sick leave bank.

13.4.7 Any balance in the sick bank remaining on December 31st of each year shall be carried over to the sick leave bank for the following year. However, the bank shall not exceed a total of seven hundred fifty (750) days.

13.4.8 In all cases, the Board of Review shall make the final determination of approval or disapproval of an employee's application. An appeal from the Board's decision will not be entertained, nor will a grievance filed under this Article be honored, except if no determination is forthcoming.

13.4.9 The joint Board of Review shall consist of two (2) appointees of the Sheriff and two (2) appointees of the Union.

13.4.10 The Board will review all outstanding applications and grants on a monthly basis.

13.4.11 The sick leave bank shall not apply to a situation where Workers' Compensation shall apply.

13.4.12 Employees drawing upon the sick bank shall continue to receive the full benefits of this Agreement.

13.5 Protracted Illness

13.5.1 To receive the benefit of sick leave bank payments in cases of protracted illness or disability, a statement from a doctor must be furnished to the Sheriff at least every ten (10)

work days. Such statement must state the nature of the illness or disability and an estimate of time the employee will be absent from work.

13.5.2 Before returning to work following a protracted illness or disability of five (5) or more work days, employees must furnish a statement from their doctor stating that they have recovered from the illness or disability to the extent that they are able to resume their regular duties.

13.5.3 With the approval of the Sheriff, sick leave pay may be granted for a period of five (5) or more work days of absence without a doctor's certificate.

ARTICLE 14 IN-SERVICE CONNECTED DISABILITY AND DEATH

14.1 Service Connected Accident and Disability

14.1.1 As per Section 207c(1) of the New York State General Municipal Law, any Sheriff, Undersheriff, Deputy Sheriff or Corrections Officer who is injured in the performance of his/her duties, or who is taken sick as a result of the performance of his/her duties, so as to necessitate medical or other lawful remedial treatment shall be paid by the municipality by which he/she is employed, the full amount of his/her regular salary or wages until his/her disability arising there from has ceased, and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury and illness, provided, however, and notwithstanding the foregoing, the municipal health authorities or any physician appointed by the municipality, after a determination has first been made that such injury or sickness was incurred during, or resulted from, such performance of duty, may attend any such injured or sick employee, from time to time, for the purpose of providing medical, surgical, or other treatment, or for making inspections and the municipality shall not be liable for salary or wages payable to such employee, or for the cost of medical treatment or hospital care furnished after such date as such health authorities or physician shall certify that such injured or sick employee has recovered and is physically able to perform his/her regular duties. Any injured or sick employee who shall refuse to accept medical treatment or hospital care or shall refuse to permit medical inspections as herein authorized, including examinations pursuant to subdivision two of this section of General Municipal Law, shall be deemed to have waived his/her rights under this section in respect to expenses for medical treatment or hospital care rendered and for salary or wages payable after such refusal.

14.2 Service Connected Death

14.2.1 Should an employee covered by this Agreement be killed while in the performance of his/her duties, the surviving spouse and dependent children of such employee shall be eligible to receive death benefits as provided for under the Workers' Compensation Law.

ARTICLE 15 UNPAID LEAVES OF ABSENCE

15.1 Eligibility, Purpose and Application

15.1.1 Employees shall be eligible for leaves of absence without pay after their completion

of at least one (1) year of full-time employment. Except as may be otherwise stated elsewhere in this Agreement, such leaves may be granted for periods not to exceed one (1) year for reasonable purposes. However, leaves may neither be granted, nor used, for the seeking of outside employment or the performance of outside employment - regardless of the type of outside employment

15.1.2 Any request for a leave of absence without pay must be submitted in writing by the employee to the Sheriff stating the reason for the leave of absence and the period of time desired. All replies for leaves of absence requests shall be in writing and be made within ten (10) work days of the date of employee's request.

15.1.3 Employees granted a leave of absence without pay shall continue to accrue seniority while on such leave. Upon completion of an authorized leave of absence of six (6) months or less, such employees shall be returned to the position they held at the time the leave of absence was requested, provided the employee requests reinstatement at least sixty (60) days prior to termination of such leave. Should an employee have been granted a leave of less than sixty (60) days by the Sheriff's Department, such employee must request reinstatement at least two (2) weeks prior to termination of such leave.

15.2 Extended Sick Leave Without Pay

15.2.1 If an employee is ill for a prolonged period of time and because of such long period of absence he/she has exhausted all of his/her paid leave credits, such employee, upon request, shall be granted an extended leave of absence without pay, provided that the employee's physician has submitted a statement certifying the nature of the employee's illness and when the employee will be able to return to work. Extended sick leaves of absence without pay shall be granted up to one (1) year, but no more than once during each four (4) years of continuous service.

15.2.2 Employees who are on extended sick leave of absence without pay shall continue to receive the benefits of the health insurance coverage for the full period of such extended leave up to a period of one (1) year, provided proper application is made to the insurance carrier by the employee.

15.3 Educational Leave

15.3.1 A leave of absence without pay for educational purposes which will increase the efficiency and usefulness of the employee to the department, may be granted upon request for any period up to one (1) year.

15.3.2 Special short term educational leaves of absence for periods up to thirty (30) work days in any calendar year may be granted to employees to attend approved conferences, seminars, briefing sessions, or other functions of similar nature intended to improve or upgrade the individual employee's professional skill and ability as a Correction Officer. Request for such shall be submitted in writing to the Sheriff at least ten (10) work days prior to the requested time off.

15.4 Union Leave

15.4.1 Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Sheriff's Department of the County of Otsego,

at the written request of the Union, may be granted a leave of absence for the period of time requested, not to exceed thirty (30) days.

ARTICLE 16 ABSENTEE CONTROL PROGRAM

16.1 Intent

16.1.1 The Bureau of Labor defines absenteeism as the failure of employees to report on the job when they are scheduled. Unscheduled absences are costly to the Employer and employees and to overall morale. Unnecessary absenteeism must be avoided if it is at all possible.

16.1.2 The provisions of the collective bargaining agreement relating to absences are predicated on the assumption of employee sincerity, propriety of purpose, and limited usage; excluding routine or suspected abuse.

16.2 Procedure

16.2.1 If an employee's absences violate this intent, the employee will be informed in writing that his/her name is being placed on the Absentee Control list and the reason herefor. Such letter shall be placed in the employee's file and a copy forwarded to the employee.

16.2.2 Grounds will include:

Excessive overall absentee record;
or
Absences which form a specific pattern;
or
A particular absence which the immediate supervisor or the Employer has reason to suspect the propriety of.

16.2.3 It is understood that continuing abuse of such leave, whether it is patterned or unnecessary use thereof, shall be subject to progressive disciplinary action.

16.3 Improvement/Employer Monitoring

16.3.1 At such time as the employee's record shows significant improvement that no longer requires monitoring, the employee's name shall be removed from the list and a letter so indicating, placed in the file and forwarded to the employee.

16.3.2 Eight months after an "improvement" letter is issued, if no further problems occur, both the original Absentee Control letter and the improvement letter are removable.

16.4 Attendance Incentive

16.4.1 Unit members whose annual sick leave use absence falls within the range of the chart totals below, are eligible to receive a single incentive stipend as per the chart, for that particular year only (non-accumulating).

0 days absent.....\$350 paid the following January
1 or 2 days absent.....\$250 paid the following January
3 or 4 days absent.....\$150 paid the following January
5 or more days absent...0

16.4.2 Unit members must be employed the full year to qualify for the above annual stipend chart.

16.4.3 Said stipends are to be paid by separate check in January of the year following the qualifying attendance. Stipends shall not be cumulative.

16.4.4 The parties jointly recognize that properly determining which individuals actually meet the intent of the incentive is something that requires exercise of administrative judgment.

When subsequent questions arise as to the future application of the Department Attendance incentive, the sole and final determinant shall be the County Sheriff.

Such judgment by the Sheriff shall be considered on a case-by-case, per-person basis; and shall not become precedential, nor become regarded as setting a standard or past practice for the Department.

From February 1988 forward, it shall be the Sheriff's Department which shall administer and tabulate the attendance incentive; and which shall thereafter notify the Treasurer's Office of what incentives are to be paid, to whom, and the amounts.

Final judgment of the County Sheriff shall not be subject to contest or review, under the Collective Bargaining Agreement, before PERB, or in the courts.

ARTICLE 17 SALARIES, WAGES AND OTHER EMOLUMENTS

17.1 Salary and Wage Schedule

17.1.1 Employees shall be compensated only in accordance with the Salary and Wage Appendix to this contract, established and mutually agreed upon in collective bargaining between the parties. All new hires will be paid the minimum rate of pay for the job classification to which they are hired.

17.1.2 Each employee shall be entitled to one (1) annual increment up to the maximum of the grade in which his/her position is allocated on the pay schedule, provided that the increment is recommended by the Sheriff. Before such determination is made, the service of each employee shall be reviewed sixty (60) calendar days prior to his/her anniversary date by the Sheriff with attention given to the efficiency with which the employee has performed his/her duties, as well as his/her work record. No employee shall be eligible for more than one (1) increment increase in any fiscal year.

17.1.3 Each employee shall be notified by the Sheriff of increment approval/denial, in writing, sixty (60) calendar days prior to his/her increment date, on a form provided by the County. This form shall be returned to the Sheriff with the employee's comments, within

five (5) working days. The employee shall also be notified of the result of his/her second increment review thirty (30) calendar days prior to his/her increment date. If necessary, a third review may be held within thirty (30) calendar days after the second review of final increment decision. If an increment has still been denied, the employee shall have the right to appeal the decision under the Grievance Procedure as set forth in this Agreement.

17.1.4 The anniversary date of an employee shall be his/her first day of service. Employees are eligible to receive an annual increment one (1) year after anniversary date. Increments are payable on the first day of the payroll period following the date on which an employee qualifies for an increment.

17.1.5 The 2003 salary schedule shall be increased by 3% effective January 1, 2004. The resulting 2004 salary schedule shall be increased by 3% effective January 1, 2005. The resulting 2005 salary schedule shall be increased by 3% effective January 1, 2006. The resulting 2006 salary schedule shall be increased by 3% effective January 1, 2007. The resulting 2007 salary schedule shall be increased by 2% effective January 1, 2008. The resulting salary schedule shall be increased by 2% effective July 1, 2008. The resulting salary schedule shall be increased by 2% effective January 1, 2009. The resulting salary schedule shall be increased by 2% effective July 1, 2009.

Each employee covered by this Agreement who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment computed upon the difference between his/her new 2004 regular compensation rate and his/her regular compensation rate(s) prior to ratification for each hour actually compensated, including overtime, between January 1, 2004 and said payroll period.

17.2 Promotions

17.2.1 When an employee is promoted to a higher position, whether permanently or temporarily, pursuant to applicable provisions of Article 7, his/her salary shall be increased to the pay rate for the higher position which is immediately above the salary step being received in his/her previous title, plus one (1) additional step, subject to the maximum of the new grade. In the event an employee is promoted to a higher grade and his/her present salary exceeds the maximum for the grade, the employee affected shall be entitled to any negotiated salary increase.

17.3 Demotion

17.3.1 When an employee is demoted to a position in a lower salary grade, the employee shall be placed at the highest step of the new salary grade which represents at least a \$500 annual salary decrease from that which the employee was demoted.

17.4 Pay Days

17.4.1 Employees will be paid on the same day every two (2) weeks. Should a holiday fall on such a day, then the preceding day shall be the pay day.

17.5 Longevity Service Pay

17.5.1 Longevity increments shall be paid (in addition to the regular annual rate being

received) to employees having successfully completed years of service with Otsego County as listed in the scale below. The stipend shall be added to the employee's annual rate on the first day of the payroll period following the date on which the employee becomes eligible for each level; however, the longevity amounts do not compound on themselves in successive years.

17.5.2 Scale:

Having Completed	Effective During	Amount
6 years	7th year	\$ 160
9 years	10th year	235
12 years	13th year	300
15 years	16th year	450
18 years	19th year	600
21 years	22nd year	850
24 years	25th year	1,150

17.6 Shift Differential Pay

17.6.1 All employees who are assigned to work on a shift starting anytime between the hours of 3:00 p.m. and 11:00 p.m. shall be paid three hundred sixty dollars (\$360) in addition to their regular base rate of pay, and all employees who are assigned to work on shifts starting anytime between the hours of 11:00 p.m. to 7:00 a.m. shall be paid four hundred dollars (\$400) in addition to their regular base rate of pay, each payment to be included in the employee's regular paycheck as part of his/her regular pay.

17.7 Travel Allowances

17.7.1 All employees who are required to travel outside Otsego County or to other distant areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that are related to such trip.

17.7.2 Employees who are required by the Department to use their personal automobile on any official business will be reimbursed for each use at the then current IRS rate.

17.8 Uniforms and Equipment

17.8.1 All Correction Officers shall be furnished with the following uniforms and equipment:

CLOTHING

- 4 summer shirts
- 4 winter shirts
- 4 pair trousers
- 2 ties
- 1 belt (Sam Brown)

EQUIPMENT

- 1 badge
- 1 set name tags
- 10 patches, shoulder
- 1 tie clasp
- Related jewelry

17.8.2 The Sheriff's Department shall make available to Correction Officers a pool of ten (10) jackets to be drawn from when Correction Officers are assigned on a prisoner transport trip. Said jackets shall be sent to dry cleaning, as necessary, through cleaners

which operate with the Department. The beginning 1989 jacket inventory shall be comprised of five (5) new jackets and the best five (5) of the existing jackets.

17.8.3 The Employer will assume the responsibility and cost of maintaining any and all weapons used by or assigned to employees and bear the full cost of cleaning all uniforms on a regular basis.

17.8.4 All employees issued firearms will be supplied with three hundred (300) rounds of ammunition for use at firing ranges to provide at least one (1) session every three (3) months.

17.8.5 All uniforms and equipment provided by the Sheriff/County shall be used by employees solely for the purpose of performing their official duties in the service of the Sheriff/County. Uniforms and equipment provided by the Sheriff/County may not be utilized for purposes other than employment with the County.

17.9 Education and Training

17.9.1 It is understood that when courses and/or training are authorized for personnel, on Department paid time, leading to the employee's primary certification, then that employee must, upon leaving service, repay all costs toward this incurred by the Sheriff's Department. Said costs include enrollment fees, travel and participation costs, if borne by the Department; and the wages received while the employee was in training rather than direct service. The exception to this repayment shall be if the departing employee has continued in active service for at least two (2) years between obtaining certification and leaving employment. A prospective applicant for certification may be asked to sign a contract binder so stating, before the Sheriff's Department authorizes arrangements for his/her certification training.

17.9.2 Section 17.9.1 above pertains to unit members hired to the Otsego County Sheriff's Department after the fixed date of January 1, 1989.

ARTICLE 18 HOSPITALIZATION AND MEDICAL BENEFITS

18.1 Coverage and Eligibility

18.1.1 All full-time employees in the bargaining unit shall be eligible for coverage for themselves and their eligible dependents under the Otsego County Employees Medical Plan, including hospitalization and major medical benefits.

The Employer shall also offer each full-time employee the option of participation in a Health Maintenance Organization (HMO) in lieu of participation in the aforementioned traditional health plan. It is mutually agreed that with regard to HMO coverage, the CHP Plan 106 shall be replaced by the CHP Plan 180 with a \$5/generic and \$10/brand name pharmacy co-pay. The MVP CoPlan 10 Plus shall also be modified to provide a \$5/generic and \$10/brand name pharmacy co-pay.

The Employer shall have the right to change insurance carriers, or HMO=s, including a change to a program of self-insurance, provided new benefits are comparable to those in effect at the time of such changeover.

New employees shall become eligible after having been employed one (1) calendar month. A summary of coverage shall be available to employees in handbook form.

Until June 1, 1999, the Employer shall contribute 100% of the premium cost for individual and dependent medical coverage, based on the plan selected by the employee. Effective June 1, 1999, the Employer will continue to contribute 100% of the premium cost for those employees who have HMO coverage. Effective June 1, 1999, those employees who participate in the traditional health plan shall contribute \$25 per pay period for individual coverage or \$50 per pay period for dependent coverage.

The County shall have the discretion to replace 18.1.1 above, and 18.1.3 below, with the following language:

18.1.1 Effective as soon as practicable, the RMSCO CoPlan 15, with the \$5/\$10/\$20 prescription drug co-pay program and \$75 eye wear benefits provision (hereinafter the "RMSCO Plan"), shall be offered to all eligible full-time employees as the base health benefits plan for the bargaining unit. The Employer shall continue to make available to such employees, and their eligible dependents, a base group health and hospitalization benefits plan comparable to, or better than, said base RMSCO Plan. Other plans may be offered from time-to-time by the County in its discretion including but not limited to MVP, CDPHP, and HMO Blue.

The employer reserves the right to change or provide alternate plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion of health and hospitalization coverage referred to in this Article, including the base RMSCO Plan, so long as the new coverage and benefits are comparable to, or better than, said base RMSCO Plan.

The employer shall pay one-hundred percent (100%) of the premium cost for individual and dependent coverage, based on the cost of the base RMSCO Plan.

If an eligible employee opts for any alternative plan offered by the Employer, he/she shall be responsible for the full difference in premium cost, if any, between the plan selected and the base RMSCO Plan.

18.1.2 Each full time employee hired prior to May 1, 1999 who has completed at least ten (10) years of full-time continuous service, as that term is defined in Article 6.4 of this Agreement, with the Sheriff=s Department, and who retires directly into or under the New York State Employees= Retirement System, shall be eligible to continue his/her participation in the County=s health insurance program as a retiree. The retiree=s premium contribution for individual or dependent coverage, if any, shall be determined in accordance with the then current contribution level for active employees.

Each full-time employee hired on or after May 1, 1999 who has completed at least twenty-five (25) years of service with the Sheriff=s Department, and who retires directly into

or under the New York State Employees= Retirement System, shall be eligible to continue his/her participation in the County=s health insurance program as a retiree. The Employer will pay 60% of the premium cost for individual retiree coverage, and 45% of the additional premium cost for dependent coverage. Coverage will end when the retiree becomes eligible for or becomes covered for health insurance from any other source, including Medicare.

18.1.3 With regard to the traditional health plan, the doctor co-pay shall not exceed (\$10) and the pharmacy co-pay shall not exceed the chart below:

Brand Names	\$10.00
Generic	\$ 5.00
Mail Order	\$ 0

The Employer shall also have the discretion to increase the hospital deductible (i.e., Blue Cross) under the County=s traditional health plan from \$150 to \$250.

18.1.4 The Employer will not be responsible for changes unilaterally imposed by an insurance provider, or health maintenance organization, in benefits, co-payments, or deductibles so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers and health maintenance organizations from one plan year to another. The extent of coverage under the benefit plans, including any health maintenance organizations and/or self-insured plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement.

18.2 Termination of Coverage

18.2.1 All health insurance coverage provided by the Employer will terminate upon the absence of any employee from the active payroll for thirty (30) days or more for any reason other than an absence because of illness or other disability, except as otherwise provided by this Agreement. In any case of illness or disability not incurred as an in-service disability, coverage will be continued for up to a maximum period of one (1) year after the exhaustion of all paid leave benefits, provided the employee makes application for such extended benefits.

18.3 Effective for the calendar year commencing January 1, 2000, and for each calendar year thereafter, any full-time employee covered by this Agreement who elects in advance in writing by the preceding November 1st to discontinue his/her active participation in the County=s health insurance program for a minimum of one (1) full calendar year will receive an annual stipend of \$500 if the employee is foregoing individual coverage, or an annual stipend of \$1,000 if the employee is foregoing dependent coverage, payable in equal installments throughout the calendar year of election, provided the employee produces proof of alternate health insurance coverage from another source.

The employee will have the right to return to County coverage, pursuant to the particular health plan=s rules and regulations, either (1) if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other qualifying reasons beyond the employee=s control, or (2) during the County=s open enrollment periods. Opt-

out payments shall cease upon the employee=s return to County coverage.

ARTICLE 19
RETIREMENT PLAN

19.1 As soon as practicable after ratification of the 1997-2003 Agreement by both parties, and in accordance with the procedures and eligibility criteria of the New York State Employees= Retirement System, the Section 89-p and Section 603(l) special retirement plans will be implemented for all eligible employees covered by this Agreement. Those eligible employees who were previously assigned Tier 1, Tier 2, or Tier 4 status will automatically be covered under the applicable special plan. Eligible employees enrolled in Tier 3 who wish to be covered under the special plan must file the appropriate election form with the Retirement System within one (1) year of the County=s election to provide the plan.

ARTICLE 20
DEATH BENEFIT COVERAGE

20.1 Payments upon an employee's death, to his/her beneficiary or estate, shall be administered as per governing New York State Statute.

ARTICLE 21
INDEMNIFICATION

21.1 False Arrest Claims

21.1.1 The Employer will provide legal counsel for the defense of any employee against whom a civil or criminal complaint is filed arising from his/her professional duties or who is being sued for alleged false arrest or abuse of power, such assistance to be provided at no cost to the employee.

21.2 Judgments

21.2.1 The Employer shall save harmless and indemnify an employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his/her duties, whether on or off duty, and within the general scope of his/her employment, and that such damages did not result from the willful and wrongful acts or gross negligence of such employee. Such employee must, however, within five (5) calendar days from the day he/she is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the Sheriff. It is understood that upon receipt of such documents by the Employer, all matters pertaining to the representation of such employee shall be assumed by the County Attorney.

ARTICLE 22
GENERAL PROVISIONS

22.1 Non-Discrimination

22.1.1 Neither the Employer nor the Union will discriminate unlawfully against any employee, member of the Union, or applicant for employment in any matter relating to employment or Union membership, because of age, sex, race, creed, color, disability, national origin, or marital status.

22.2 Political Activity

22.2.1 Employees covered by this Agreement shall have every right to be delegates or representatives of any political party or movement and to take active part in the affairs of such political party or movement, including the nominations or election of candidates for public office, which shall not preclude their own candidacy except as otherwise precluded by law.

22.3 Partially Disabled Employees

22.3.1 The Employer agrees to make every effort to place permanently partially disabled employees who have become so as the result of non-service connected illnesses on work assignments which they are able to perform.

22.4 Safety Waiver

22.4.1 No employee shall be required to operate any vehicle or equipment that is unsafe, and any employee's refusal to do so shall not warrant or justify any discriminatory or disciplinary action by the Department to be taken against him/her. An employee feeling his/her vehicle is unsafe for operation shall be required to submit such statement, and the reason therefor, to his/her immediate supervisor.

22.5 Full Staffing

22.5.1 The Employer shall provide for a yearly physical examination for every employee covered by this Agreement, to be given at a time convenient to both the Department and the employee, the full cost of which is to be borne by the Employer.

22.6 Facility and Vehicle Maintenance

22.6.1 The Employer shall provide, as soon as possible, to the employees covered by this Agreement, a clean and sanitary lunchroom, a locker room, toilets, an adequate supply of hot and cold running water, soap, paper towels, toilet paper, a drinking fountain, and first aid materials. It shall also be the responsibility of the Employer to provide for the proper servicing, cleaning and maintenance of such facilities.

22.6.2 All vehicles shall be properly maintained.

22.7 Personal Damages

22.7.1 The Employer agrees to replace any article of personal property of an employee that is damaged or destroyed, including clothing and time pieces, which damage happened in a reported incident directly related to such employee carrying out the duties of his/her job. (Cost not to exceed \$150, upon receipt or other acceptable proof to the County

Treasurer.)

22.8 Outside Work

22.8.1 Employees of the Otsego County Sheriff's Department shall not perform police work for another employer. This pertains to all Department employees who were officially hired (most current hiring, in case of severance and rehiring) on or after the fixed date of January 1, 1989.

22.8.2 Other employment (outside of police work) is allowable, if not carried out on Otsego County leave time. No such other work shall be done in Department uniform or with Department equipment, without specific prior permission from the Sheriff.

22.9 Testing

22.9.1 No Unit member shall be directed to submit to a polygraph test, blood test, breathalyzer or any other test or procedure which would violate his/her rights under the United States or New York State Constitution. Such testing may be given if requested by a member.

22.10 Temporary Employees

22.10.1 Entrance level personnel may be hired on a temporary basis for a period not to exceed sixty (60) days. Compensation shall be the minimum rate of pay set forth in the salary schedule of this Agreement.

ARTICLE 23 STRIKES AND LOCKOUTS

It is mutually agreed by the parties that during the term of this Agreement there will be no strikes of any kind sanctioned or caused by the Union, or lockouts of any kind instituted by the Employer.

ARTICLE 24 TOTAL AGREEMENT

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

ARTICLE 25 SAVINGS CLAUSE

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

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

ARTICLE 26 STATUTORY PROVISION

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

ARTICLE 27 MANAGEMENT'S RIGHTS

Subject to the terms of this Agreement, the rights and responsibilities of the Sheriff shall include, but are not limited to the following:

- a) To determine the standards of service to be offered by his/her officers, agencies and departments;
- b) To direct employees of the Sheriff's Department;
- c) To hire, promote, transfer, assign, and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- d) To relieve employees from duties because of lack of work or other legitimate reasons;
- e) To maintain the efficiency of government operations entrusted to him/her;
- f) To determine the methods, means and personnel by which such operations are to be conducted;
- g) To take whatever actions may be necessary to carry out the mission of County government and the functioning of the Sheriff's Department and the Correctional Facility.

ARTICLE 28 EXPIRATION AND MODIFICATION

28.1 This Agreement shall go into effect January 1, 2004 and shall remain in force until December 31, 2009.

ARTICLE 29
MISCELLANEOUS

29.1 Employee Addresses and Telephone Numbers

29.1.1 It shall be the responsibility of each employee to keep the Employer informed of his/her current address and telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments and other matters.

29.1.2 All employees shall be required, as a condition of employment, to obtain and maintain an operating telephone in their place of residence. Newly hired employees shall have sixty (60) days from their date of hire to comply with this requirement.

29.1.3 Employee telephone numbers that are unlisted shall be held in confidence by the Employer to the greatest extent possible and used for no other purpose than contact by the Employer.

29.2 Drug and Alcohol Testing

29.2.1 The Sheriff shall have the right to order an employee to submit to an appropriate test for alcohol or controlled substances based upon reasonable suspicion.

29.2.2 In addition, all employees whose regular duties involve controlled substances or who are assigned to a special detail involving controlled substances, shall submit to periodic tests for controlled substances as required by the Sheriff. Employees shall be advised that they are on such a special detail and shall also be advised of the time when such detail begins and ceases. The tests required by this paragraph may be ordered up to ninety (90) days after the special detail ceases.

29.2.3 Testing positive for any controlled substance, other than a prescription drug prescribed for the employee by a physician, shall be defined within the meaning of the Penal Law of the State of New York, and the Public Health Law of the State of New York.

29.2.4 If the results of any tests for controlled substances are positive, the test results shall be verified by re-test of the original sample.

29.2.5 An employee who tests positive as set forth herein shall be required to attend and complete counseling by a psychiatrist, psychologist or social worker, licensed by the New York State Department of Education, or a counseling/rehabilitation program certified by the appropriate New York State agency. If an employee fails to complete the counseling, the employee may be discharged at the sole discretion of the Sheriff. The Sheriff's decision is final and not reviewable under the grievance procedure or in any other forum.

29.2.6 An employee who voluntarily seeks assistance for alcohol or substance abuse shall be required to attend and complete counseling by a licensed professional or through a certified program as described above. If an employee fails to complete the counseling, the employee may be discharged at the sole discretion of the Sheriff. The Sheriff's decision shall be final and not reviewable under the grievance procedure or in any other forum.

29.2.7 An employee who tests positive or voluntarily seeks assistance as set forth herein

shall be required to submit to periodic testing for one (1) year following the completion of counseling. Any employee who subsequently tests positive may be discharged at the sole discretion of the Sheriff. The Sheriff's decision shall be final and not reviewable under the grievance procedure or in any other forum.

29.2.8 All testing shall be conducted in such a manner as to protect the confidentiality of the employee and shall be at the County's expense.

29.2.9 Use of illegal controlled substances and/or alcohol while on duty shall be cause for disciplinary action, up to and including discharge, in accordance with the procedures set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2004.

FOR THE OTSEGO COUNTY DEPUTY
SHERIFFS- BENEVOLENT ASSOCIATION

FOR THE COUNTY OF OTSEGO

Thomas Ross
Negotiations Spokesperson

John F. Corcoran
Negotiations Spokesperson

Jack Barrett, President
OCDSBA

Carl F. Higgins, Chairman
Otsego Co Board of Representatives

Craig Morrison, Team Member
OCDSBA

Donald R. Mundy Sr.
Sheriff

Donald Lincourt, Team Member
OCDSBA

Eugene E. Wells, Chairman
Negotiations Committee

James P. Powers
Negotiations Committee

Catherine M. Rothenberger
Negotiations Committee [CAC1]

[CAC2]

2004

3%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	28,203	28,992	29,785	30,575	31,366	32,158
CORRECTION SERGEANT 10J	26,514	27,305	28,094	28,884	29,677	30,463
CORRECTION OFFICER 9G	25,051	25,840	26,632	27,423	28,215	29,005
ACCOUNT CLERK- TYPIST 12T	25,051	25,840	26,632	27,423	28,215	29,005
SENIOR CIVIL CLERK 13G	25,051	25,840	26,632	27,423	28,215	29,005

2005

3%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	29,049	29,862	30,679	31,492	32,307	33,123
CORRECTION SERGEANT 10J	27,309	28,124	28,937	29,751	30,567	31,377
CORRECTION OFFICER 9G	25,803	26,615	27,431	28,246	29,061	29,875
ACCOUNT CLERK- TYPIST 12T	25,803	26,615	27,431	28,246	29,061	29,875
SENIOR CIVIL CLERK 13G	25,803	26,615	27,431	28,246	29,061	29,875

2006

3%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	29,920	30,758	31,599	32,437	33,276	34,117
CORRECTION SERGEANT 10J	28,128	28,968	29,805	30,644	31,484	32,318
CORRECTION OFFICER 9G	26,577	27,413	28, 254	29,093	29,933	30,771
ACCOUNT CLERK- TYPIST 12T	26, 577	27,413	28, 254	29, 093	29, 933	30,771
SENIOR CIVIL CLERK 13G	26, 577	27,413	28, 254	29, 093	29, 933	30,771

2007

3%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	30,818	31,681	32,547	33,410	34,274	35,141
CORRECTION SERGEANT 10J	28,972	29, 837	30,699	31,563	32,429	33,288
CORRECTION OFFICER 9G	27,374	28,235	29,102	29,966	30,831	31,694
ACCOUNT CLERK- TYPIST 12T	27,374	28,235	29,102	29,966	30,831	31,694
SENIOR CIVIL CLERK 13G	27,374	28,235	29,102	29,966	30,831	31,694

2008
1/1-6/30

2%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	31,434	32,315	33,198	34,078	34,959	35,844
CORRECTION SERGEANT 10J	29,551	30,434	31,313	32,194	33,078	33,954
CORRECTION OFFICER 9G	27,921	28,800	29,684	30,565	31,448	32,328
ACCOUNT CLERK- TYPIST 12T	27,921	28,800	29,684	30,565	31,448	32,328
SENIOR CIVIL CLERK 13G	27,921	28,800	29,684	30,565	31,448	32,328

2008
7/1-12/31

2%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	32,063	32,961	33,862	34,760	35,658	36,561
CORRECTION SERGEANT 10J	30,142	31,043	31,939	32,838	33,740	34,633
CORRECTION OFFICER 9G	28,479	29,376	30,278	31,176	32,077	32,975
ACCOUNT CLERK- TYPIST 12T	28,479	29,376	30,278	31,176	32,077	32,975
SENIOR CIVIL CLERK 13G	28,479	29,376	30,278	31,176	32,077	32,975

2009
1/1-6/30

2%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	32,704	33,620	34,539	35,455	36,371	37,292
CORRECTION SERGEANT 10J	30,745	31,664	32,578	33,495	34,415	35,326
CORRECTION OFFICER 9G	29,049	29,964	30,884	31,800	32,719	33,635
ACCOUNT CLERK- TYPIST 12T	29,049	29,964	30,884	31,800	32,719	33,635
SENIOR CIVIL CLERK 13G	29,049	29,964	30,884	31,800	32,719	33,635

2009
7/1-12/31

2%

TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
CORRECTION LIEUTENANT 13M	33,358	34,292	35,230	36,164	37,098	38,038
CORRECTION SERGEANT 10J	31,360	32,297	33,230	34,165	35,103	36,033
CORRECTION OFFICER 9G	29,630	30,563	31,502	32,436	33,373	34,308
ACCOUNT CLERK- TYPIST 12T	29,630	30,563	31,502	32,436	33,373	34,308
SENIOR CIVIL CLERK 13G	29,630	30,563	31,502	32,436	33,373	34,308