

AGREEMENT

by and between the

COUNTY OF CLINTON

and the

SHERIFF OF CLINTON COUNTY

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000 AFSCME, AFL-CIO,

CLINTON COUNTY SHERIFF'S UNIT 6450-01 OF LOCAL 884

January 1, 2013– December 31, 2016

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THIS AGREEMENT is effective January 1, 2013 through December 31, 2016, between the County of Clinton, New York, a municipal corporation existing under the laws of the State of New York, SHERIFF OF CLINTON COUNTY, party of the first part, hereinafter called the “Employer” and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000/AFSCME, AFLC-CIO, CLINTON COUNTY SHERIFF’S UNIT 6450-01 OF LOCAL 884 a membership corporation, party of the second part, hereinafter called the “C.S.E.A.”

WITNESSETH

ARTICLE 1 – PREAMBLE

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

ARTICLE 2 - RECOGNITION OF BARGAINING UNIT

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

Section 2. The Employer agrees that it shall deduct from the wages of the members of CSEA and remit to CSEA, or its designated agent, the regular membership dues and other authorized deductions for those members of CSEA who sign authorization permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization. The County agrees to remit such amounts that are withheld to the Association or its designated agent once each month or in such manner as the Employer and CSEA may otherwise agree. The employer shall deduct from the salary of every non-member in this negotiating unit an agency fee deduction equal in amount to the dues established by CSEA, Inc. Said Agency Fee and regular dues of union members shall be transmitted in a single check to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210.

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

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

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

ARTICLE 3 – DEFINITION OF EMPLOYEES

Section 1. Seniority

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

Section 2. Maintenance of Benefits

1. An employee, regardless of status, in a position which entitles the employee to accumulate benefits, accepts another position, whether in the same department or another department, shall be entitled to carry over and continue to use, his/her previously accumulated benefits as long as there is no break in service. After such change, the employee shall then accrue or be entitled to the benefits, if any, in the new category of employment as defined in this Article. This is not to be construed in any way to accord benefits to temporary employees.
2. An employee, in any category, who has accumulated benefits and is laid off by the Sheriff and who subsequently returns to service within one year's time shall be entitled to restoration of benefits commencing from the point of layoff which were unused or not paid by the Employer at the time of layoff. Upon return to service, the employee shall then accumulate benefits, if any, in accordance with the terms of the position to which the employee was restored. No benefits shall accrue, apply or be credited for the period of time on layoff.
3. At the Sheriff's discretion, any employee who terminates his/her service with the Employer by resignation but returns to work for the Clinton County Sheriff's Department within one year of resignation, shall be restored to the same level of benefits and pay as was the case before the resignation. No benefits shall be credited for the period of time not in County service.

ARTICLE 4 – POSTING OF POSITIONS

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

ARTICLE 5 – LEAVE TIME YEAR

Effective January 1, 2003, the Leave Time Year for which vacation allowance, time credits, and time deductions are calculated shall coincide with the payroll year. The payroll year is defined as the 26 (or 27) pay periods whose pay dates (check date) all occur within the same calendar year. The following calendars (2013-2016) highlight the last leave time period for which carryover vacation leave time and personnel days must be used each year with a box marking the last day to use time (use or lose).

DECEMBER 2013						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER 2014						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DECEMBER 2015						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

DECEMBER 2016						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

ARTICLE 6 – NORMAL WORKWEEK

Section 1. – Workweek

- (a) The regular workweek will consist of five (5) workdays totaling forty-one and one quarter (41.25) hours per calendar week for all classes of correction officers (i.e. Corrections Officers; Corrections Corporal; Corrections Sergeants and Corrections Lieutenants).
- (b) The regular workday for each correction officer shall consist of a period of eight and one quarter (8.25) consecutive hours within a twenty-four (24) hour period commencing at the start of the employee's scheduled shift, except in an emergency or extenuating circumstances.
- (c) There will be scheduled at least two (2) twenty-four (24) hour days off per calendar week for each employee, excluding specially assigned duties, emergencies, extenuating circumstances and during scheduled training periods. If an employee is required to attend training on one of their regularly scheduled days off, the employee may, with the approval of the Undersheriff, either receive a lieu day or be paid time and one-half (1 ½ x) for the training day.

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

- (a) The staffing in the annual schedules for Correction Officer and Correction Corporal shall be developed based upon the coverage needs of the three following shifts:

A Shift 10:45 p.m. to 7:00 a.m.

B Shift: 6:45 a.m. to 3:00 p.m.

C Shift: 2:45 p.m. to 11:00 p.m.

The work schedule is a 7-day schedule with three (3) fixed shifts (above) with each tour assignment having a 5-week rotation of work tours comprising of 4 days on and 2 days off and 5 days on and 1 day off.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
ON	OFF	ON	ON	ON	ON	OFF
OFF	ON	ON	ON	ON	ON	OFF
OFF	ON	ON	ON	ON	OFF	ON
ON	ON	ON	OFF	OFF	ON	ON
ON	ON	OFF	OFF	ON	ON	ON

Employees bid annually by seniority for their tour assignment in the annual work schedule.

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

- (b) The staffing in the annual schedules for Correction Sergeant shall be developed based on the coverage needs of the three following shifts:

A Shift: 9:45 p.m. to 6:00 a.m.

B Shift: 5:45 a.m. to 2:00 p.m.

C Shift: 1:45 p.m. to 10:00 p.m.

The work schedule is a 7-day schedule with three (3) fixed shifts (above) with each tour assignment having a 5-week rotation of work tours comprising of 4 days on and 2 days off and 5 days on and 1 day off.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
ON	OFF	ON	ON	ON	ON	OFF
OFF	ON	ON	ON	ON	ON	OFF
OFF	ON	ON	ON	ON	OFF	ON
ON	ON	ON	OFF	OFF	ON	ON
ON	ON	OFF	OFF	ON	ON	ON

Employees bid annually by seniority for their tour assignment in the annual work schedule.

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

(c) The staffing in the annual schedule for Correction Lieutenant shall be developed based on the coverage needs of the following shifts:

B Shift: 5:45 a.m. to 2:00 p.m.

C Shift: 1:45 p.m. to 10:00 p.m.

The work schedule is a 5-day schedule with two (2) fixed shifts (above) with each tour assignment having a Monday through Friday work tour comprising of 5 days on and 2 days off (weekend).

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
OFF	ON	ON	ON	ON	ON	OFF

Employees bid annually by seniority for their tour assignment in the annual work schedule.

The Sheriff has the exclusive right to modify an employee’s work shift to meet operational needs.

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

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

ARTICLE 7 – RULES AND REGULATIONS FOR SHERIFF’S DEPARTMENT

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

ARTICLE 8 – OVERTIME

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

Section 2. The Sheriff, or his designee, will establish four lists of employees. One list will be titled, “Correction Officer Employees.” A second list will be titled, “Correction Corporal

Employees.” A third list will be titled, “Correction Sergeant Employees”. A fourth list will be titled, “Correction Lieutenant Employees”. All lists will be set up in order of seniority.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – WAGES, SALARIES AND INCREMENTS

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

A. Salary Increases

Effective January 1, 2013, all members of the bargaining unit shall receive a general wage increase of 1% plus step in their annual salary.2. Effective January 1, 2014, all members of the bargaining unit shall receive a general wage increase of 1.5% plus step in their annual salary.3. Effective January 1, 2015, all members of the bargaining unit shall receive a general wage increase of 1.7% plus step in their annual salary.4. Effective January 1, 2016, all members of the bargaining unit shall receive a general wage increase of 1.8% plus step in their annual salary.

B. Promotions

The Sheriff recognizes the importance of quality leadership within the department. Therefore, for any member who is promoted or appointed to any of the below listed supervisory positions shall receive the corresponding pay increase. The percentage increases agreed to in Article 9 Section A of this Agreement shall then be applied to the salary established below, and shall be carried through in salary schedules attached hereto. There shall be no further increases under this section, in this Agreement or in successor agreements, unless such increases are negotiated between the parties:

Effective January 1, 2008:

- a) Correction Corporal \$1,500.00 (for a total differential of \$2,700.00) shall be added to the salary schedule for 2007 set forth in the expired Collective Bargaining Agreement between the parties.
- b) Correction Sergeants \$1,500.00 (for a total differential of \$4,000.00) shall be added to the salary schedule for 2007 set forth in the expired Collective Bargaining Agreement between the parties.
- c) Correction Lieutenant \$1,500.00 (for a total differential of \$5,500.00) shall be added to the salary schedule for 2007 set forth in the expired Collective Bargaining Agreement between the parties.

C. Longevity

The Employer shall pay longevity increments of five hundred dollars (\$500.00) after an employee has completed fifteen (15) years of service and further agrees to pay additional increments for each five (5) years of service thereafter. Any leave of absence without pay shall not be considered in computing longevity time. Longevity will be computed from the date of continuous employment. Such longevity increments shall be paid in the first payroll after fifteen (15) years of service in equal installments over the payroll year, based upon the hours in an employee's regular work week.

ARTICLE 10 – SHIFT DIFFERENTIALS

Tour: 2:45 PM to 11 PM An additional seventy five cents (\$.75) per hour

Tour: 10:45 PM to 7 AM An additional one dollar (\$1.00) per hour

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

ARTICLE 11 – HOLIDAYS

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

New Year's Day January 1st

Martin Luther King, Jr. Day 3rd Monday in January

Lincoln's Birthday February 12th

Washington's Birthday 3rd Monday in February

Memorial Day last Monday in May

Independence Day July 4th

Labor Day 1st Monday in September

Columbus Day 2nd Monday in October

Election Day

Veteran's Day November 11th

Thanksgiving Day 4th Thursday in November

Christmas Day December 25th

Section 2. A credited holiday can be scheduled as per procedure for any other leave day request. If an employee is unable to utilize their twelve (12) days in the calendar year they

were earned, the unused days will be paid out at time and one-half. Time restrictions in Article 5 do not apply to this article

ARTICLE 12 – PERSONAL LEAVE

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

Section 2. Each full time County employee will receive three personal days to be awarded as follows:

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

January through April = *3 days

May through August = *2 days

September through December = *1 day

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

Each following year of employment, each full time County employee will be entitled to three personal days to be credited at the start of the first pay period of the payroll year.

Section 3. All personal time awarded in the payroll year must be used by the last day of the leave time year.

Section 4. Employees shall be allowed to use personal days for bereavement not provided for in Section 8 of Article 14.

Section 5. Discretionary with the Sheriff or his designee, employees may use personal leave in hourly units.

ARTICLE 13 – VACATION LEAVE

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

- a) Employees will accrue vacation time at the rate of two weeks (10 working days) per year during the first year of employment. Employees having successfully completed their probationary periods may use it as they earn it.
- b) Any employee, after completing five (5) full years of service, shall be entitled to three weeks (15 working days), of vacation with pay.
- c) Any employee after completing ten (10) full years of service shall be entitled to four weeks (20 working days) of vacation with pay.

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

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

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

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

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

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

ARTICLE 14 – SICK LEAVE

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

Section 2. Each employee may accumulate sick leave up to a maximum of 185 days. After an employee has accumulated 185 days of sick leave, no additional days of sick leave shall be credited to that employee except to the extent of replacing sick days used.

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

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

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

Section 6. In order to charge sick leave, the employee must report such absence two hours prior to the start of their scheduled shift to the tour supervisor or the Jail Administrator. The

failure to report on such day may be excused at the discretion of the Sheriff, or his designee, if such failure results from the nature of the illness.

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

Section 8. Sick leave of up to fifteen (15) days in any fiscal year may also be used for the purpose of family illness or bereavement leave. Family illness shall require the same medical proof as personal sick leave. Family sickness and bereavement leave shall be limited to mother – father; husband – wife; mother-in-law or father-in-law; son or daughter; sister or brother; grandparents; grandchildren; and step-family residing in the household.

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

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

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

Section 12. Leave for Dental or Medical Reasons

Discretionary with the Sheriff or his designee, occasionally required medical or dental visits may be allowed to all employees without loss of pay. Each such absence in excess of two hours shall be charged to earned sick leave credits in additional hourly units.

ARTICLE 15 – SICK LEAVE BANK

POLICY:

It is the understanding and policy of Clinton County and C.S.E.A. to encourage every employee to recognize leave time as a negotiated benefit and to utilize such leave for the purpose for which it is intended. It is further understood that there may be circumstances in which an employee would require additional sick leave time to accommodate an illness/disability that prevents them from working. The Sick Leave Bank exists to try to meet those needs and will award time in accordance with the procedures listed below.

ENROLLMENT PROCEDURES:

1. An employee must have been employed with the County on a permanent basis for twelve (12) consecutive months prior to joining the Bank and must have a minimum balance of ten (10) sick days at open enrollment.
2. There will only be one open enrollment period a year for employees to join the Sick Leave Bank. The open enrollment for the Sick Leave Bank will coincide with open enrollment for health insurance and membership in the Sick Leave Bank will be effective the following January 1.
3. All donations of sick leave or vacation leave are on a voluntary basis. In order to participate in the Sick Leave Bank, an employee must donate a minimum of four (4) days one time only.
4. Sick leave donated will be deducted from the employee's maximum allowable retirement payout on a 1:1 formula (Example: four (4) sick days donated, four (4) sick days will be deducted from the maximum allowable retirement payout). Vacation days may be donated in lieu of or in combination with sick leave days, but will not affect retirement payout.
5. Donations must be made in full working day increments (7 hours, 7 1/2 hours or 8 hours).
6. Any employee who has donated leave credits cannot withdraw those credits under any circumstances.

APPLICATION PROCEDURES:

1. Employees must apply for Sick Leave Bank time before they go off the payroll. Once an employee goes into an unpaid status (off the payroll), the person cannot apply for Sick Leave Bank time until they return to work for ten (10) consecutive workdays.
2. All accrued leave credits, including sick, vacation and personal, must be depleted prior to using leave from the Bank.
3. An employee may submit additional requests for leave to the Bank before the previous leave credit has been exhausted, but time granted is not to exceed the levels as defined in the Administrative Procedures.
4. Each request shall be made on the prescribed form with a copy of the approved leave of absence form and the Certification of Physician or Practitioner.
5. All documents shall be submitted first to the Department Head for comment and submission to the Department of Personnel.
6. Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively if the payroll period is complete prior to the Committee's decision.
7. If leave qualified under the Family and Medical Leave Act, health insurance will be maintained under the same group health plan, under the same terms and conditions as when on the job for a maximum of twelve (12) weeks in accordance with the adopted Policy for

Family and Medical Leave Act. For other leaves, if the employee's leave requires a change in payroll status (on or off the payroll), health insurance payments will be required in compliance with the established policy.

ADMINISTRATIVE PROCEDURES:

1. The Sick Leave Bank shall be administered by three (3) members of County Management designated by the County Administrator and three (3) representatives designated by the C.S.E.A. Correction Officer Unit President.
2. Each request for Sick Leave Bank time will be reviewed and a decision will be reached by a majority vote of the Sick Leave Bank Committee (SLB). To resolve a tie in the Committee, the parties will then ask one member from a mutually agreed upon list.
3. The Committee will determine the number of days to be granted per request in accordance with the procedures of this article.
4. The Committee's decision is final and is not subject to appeal or the grievance procedure.
5. Sick Leave Bank time will not exceed 150 days per employee life-time use and cannot be used for family illness or bereavement.
6. The amount of hours a person can use from the Sick Leave Bank time is determined by the amount of time the person has been a member of the Sick Leave Bank.
 - During the first year of membership, employees may be granted up to a maximum of thirty (30) days Sick Leave Bank time.
 - During the second year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of sixty (60) days.
 - During the third year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of ninety (90) days.
 - During the fourth year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of one hundred twenty (120) days.
 - After the fourth year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of no more than one hundred fifty (150) days life-time use.
7. An illness/disability of eight (8) weeks or less as listed on the Certification of Physician or Practitioner may receive no more than ten (10) days Sick Leave Bank time.
8. Enrollment in the Sick Leave Bank automatically allows the SLB Committee members to review the applying employee's leave time record without further authorization. The SLB Committee will also obtain a statement from the employee's Department Head as to the appropriateness of the employee's use of sick leave time while working in that department.
9. The Committee shall meet within ten (10) working days from the receipt of the request in the Department of Personnel.
10. The employee and the Department Head shall be notified in writing within five (5) working days of the Committee's determination.

MAINTENANCE OF BANK BALANCE

1. If the Bank falls to 1500 hours or less, it can be reopened for additional donations.

2. When a person leaves employment with the County (other than for retirement), any accrued sick leave time will automatically be deposited in the Sick Leave Bank.
3. When a person retires from employment, any sick leave time accrued over the amount of time that can be paid out to the employee, will automatically be deposited in the Sick Leave Bank.
4. Lost “use or lose” vacation time at the end of the year will automatically be deposited in the Sick Leave Bank.
5. Lost sick time due to the death of an employee will be deposited in the Sick Leave Bank.
6. Any vacation or sick time a person accrues while using Sick Leave Bank time, will be deposited in the Sick Leave Bank and not be credited to the person.

ARTICLE 16 – LEAVES OF ABSENCE

Section 1. Maternity/Paternity

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

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

Section 2. Other Leaves

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

Leaves of absence without pay may be granted under the provisions of Civil Service Rule 19 to each full time employee under extenuating circumstances, but in no case shall any total continuous leave without pay exceed twelve (12) months.

Section 3. Jury and Court Attendance

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

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

Section 4. Education Purposes

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

ARTICLE 17 – WORKERS’ COMPENSATION

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

Weekly Workers’ Compensation Check Benefit = Number of sick and/or vacation leave days
Employee’s Daily Rate of Pay per week to be credited to the Employee

Lump sum payments or settlements for injury or disability shall be retained by the employee. If an employee is out on Workers’ Compensation, the County agrees to pay the employee’s health insurance in the same proportion as stated in this agreement under Article 19.

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

ARTICLE 18 – PERSONAL LIABILITY/INJURY

Section 1. Personal Liability

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

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

Section 2. Personal Injury

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

ARTICLE 19 – INSURANCE AND RETIREMENT

Section 1. Insurance

a. Effective January 1, 2002, the County will offer the New York State Health Insurance Program Empire Plan, Core Plus Medical and Psychiatric Enhancement, to eligible employees and retirees. The New York State Health Insurance Program Empire Plan will not be replaced or withdrawn during the life of the agreement without the consent of the Unit. The Employer also reserves the right to offer an alternative choice health benefit plan for active employees only.

Effective January 1, 2013, a graduated active employee contribution rate is based on years of service as follows:

<u>Year Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	20%	80%
10 to less than 15 years service	15%	85%
15 years or more	10%	90%

Effective January 1, 2014, a graduated active employee contribution rate is based on years of service as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	21.25%	78.75%
10 to less than 15 years service	16.25%	83.75%
15 years or more	11.25%	88.75%

Effective January 1, 2015, a graduated active employee contribution rate is based on years of service as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	22.5%	77.5%

10 to less than 15 years service	17.5%	82.5%
15 years or more	12.5%	87.5%

Effective January 1, 2016:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	23.5%	76.5%
10 to less than 15 years service	18.5%	81.5%
15 years or more	13.5%	86.5%

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

The contribution percentage changes become effective the start of the first pay period of the payroll year following the 10 or 15 year longevity date.

The contribution percentages will apply to retirees and will be determined by their years of service at time of retirement.

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

<u>Year Groups</u>	<u>Per Person</u>
0 to less than 10 years service	\$200
10 to less than 15 years service	\$400
15years of service or more	\$600

The contribution will be pro-rated to the first of the month following date of service for new employees or the date that continuing employees receive health insurance through the County.

County dollar contribution changes become effective the start of the first pay period of the payroll year following the 10 or 15-year longevity date.

County dollar contributions will be paid into the accounts to be effective the first of the plan year.

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

The contribution will be pro-rated to the first of the month following date of service for new employees.

County dollar contributions will be paid to active employees as a separate check in a lump sum in the first “off payroll” week in December.

b. Health Benefits in Retirement through December 31, 2015

The Employer agrees to provide health benefits (NYSHIP Plan) into retirement for eligible County employees who:

- (1) complete a minimum of ten (10) years full-time Clinton County service, or its equivalent part-time Clinton County service, in a benefit eligible position; and
- (2) are enrolled in County-provided health insurance, or are enrolled in NYSHIP as a dependent; and
- (3) are eligible to retire and receive a retirement allowance or be enrolled in NYSHIP and terminate employment within five (5) years of the date on which he or she is entitled to receive a retirement allowance from New York State and Local Employees Retirement System, provided the retiree meets NYSHIP conditions as a vestee, and continues coverage under NYSHIP as an enrollee or dependent of an enrollee while in a vested status with no lapse in NYSHIP coverage; and
- (4) meet other mandatory requirements of NYSHIP; and
- (5) in accordance with Clinton County Legislature Resolution No. 827-10/24/07.

Employees planning to retire should meet with a representative of the County Personnel Department prior to retirement to ensure necessary steps are taken to access health benefits in retirement.

c. Health Benefits in Retirement starting January 1, 2016:

Effective January 1, 2016, the Employer agrees to provide health benefits (NYSHIP Plan) into retirement for eligible County employees who:

- (1) complete a minimum of fifteen (15) years full-time Clinton County service, or its equivalent part-time Clinton County service, in a benefit-eligible position; and
- (2) are enrolled in County-provided health insurance, or are enrolled in NYSHIP as a dependent; and
- (3) are eligible to retire and receive a retirement allowance or be enrolled in NYSHIP and terminate employment within five (5) years of the date on which he or she is

entitled to receive a retirement allowance from New York State and Local Employees Retirement System, provided the retiree meets NYSHIP conditions as a vestee, and continues coverage under NYSHIP as an enrollee or dependent of an enrollee while in a vested status with no lapse in NYSHIP coverage; and

(4) meet other mandatory requirements of NYSHIP; and

(5) in accordance with Clinton County Legislature Resolution No. 827-10/24/07.

Employees planning to retire should meet with a representative of the County Personnel Department prior to retirement to ensure necessary steps are taken to access health benefits in retirement.

d. Individual Coverage in Retirement

(1) For employees who retire effective on or after January 1, 2013, all County employees will be provided an **individual** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	20%	80%
10 to less than 15 years service	15%	85%
15 years or more	10%	90%

(2) For employees who retire effective on or after January 1, 2014, all County employees will be provided an **individual** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	21.25%	78.75%
10 to less than 15 years service	16.25%	83.75%
15 years or more	11.25%	88.75%

(3) For employees who retire effective on or after January 1, 2015, all County employees will be provided an **individual** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service*	22.5%	77.5%
10 to less than 15 years service*	17.5%	82.5%
15 years or more	12.5%	87.5%

(4) For employees who retire effective on or after January 1, 2016, all County employees will be provided an **individual** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service*	23.5%	76.5%
10 to less than 15 years service*	18.5%	81.5%
15 years or more	13.5%	86.5%

- The contribution percentages will apply to retirees and will be determined by their years of service at the effective date of retirement.
- Years of service will be calculated using temporary, part-time and permanent employment on the same basis as longevity is currently computed.

*Applies to retirees who have met County requirement for years of service in a benefit-eligible position, but who have less than 15 years of continuous service as defined in Article 9, Longevity.

e. Family Coverage in Retirement

For employees who retire effective on or after January 1, 2013, all County employees will be provided a **family** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	20%	80%
10 to less than 15 years service	15%	85%
15 years or more	10%	90%

For employees who retire effective on or after January 1, 2014, all County employees will be provided a **family** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	21.25%	78.75%
10 to less than 15 years service	16.25%	83.75%
15 years or more	11.25%	88.75%

For employees who retire effective on or after January 1, 2015, all County employees will be provided a **family** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service*	22.5%	77.5%
10 to less than 15 years service*	17.5%	82.5%
15 years or more	12.5%	87.5%

For employees who retire effective on or after January 1, 2016, all County employees will be provided a **family** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service	23.5%	76.5%
10 to less than 15 years service	18.5%	81.5%
15 years or more	13.5%	86.5%

For employees who retire effective on or after December 31, 2016, all County employees will be provided a **family** health insurance benefit in retirement with contribution amounts as follows:

<u>Years Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 years service*	35%	65%
10 to less than 15 years service*	35%	65%
15 to less than 20 years service	30%	70%
20 to less than 25 years service	20%	80%
25 or more years of service	15%	85%

*Applies to retirees who have met County requirement for years of service in a benefit-eligible position, but who have less than 15 years of continuous service as defined in Article 9, Longevity.

f. For all employees who retire effective on or after December 31, 2016, the County will provide an annual health benefit buyout in that it will pay 25% of the annual premium cost of the coverage waived each year to employees who retire and are eligible for, but do not elect to participate in, the County-offered health benefits in retirement. Employees who elect NO coverage will be eligible for such annual buyout in this amount subject to NYSHIP restrictions. Also, employees who elect to reduce their benefit level of retiree health benefit to individual from family coverage shall receive 10% of the annual family premium cost subject to NYSHIP restrictions. Starting with the first of the month following effective date of retirement, County buyout payments will be prorated for new retirees. County buyout payments will be administered for retirees annually thereafter. County buyout payments will be paid to retirees as a separate check in a lump sum in the first “off-payroll” week in December.

The following table illustrates calculations for the language above; it is for illustrative purposes only:

Coverage Opted Out	Annual Premium Cost	Buyout Amount
Individual	\$ 8,300	\$2,075
Family	\$18,000	\$4,500
Family to Individual	\$18,000	\$1,800

1. Effective January 1, 2013, at the time of retirement, employees eligible to receive a sick leave buyout under ARTICLE 14, Section 9, of this Agreement may designate some or all of the value of such sick leave buyout to the payment of health insurance contributions utilizing the same actuarial basis formula used by the New York State Health Insurance Plan (NYSHIP) for this option. An employee’s election to apply unused sick leave accruals to offset future health benefit contribution [total dollar value divided by life expectancy = monthly credit. Life expectancy will be determined pursuant to the standard from NYSHIP for local government participating agencies]. Such amounts are irrevocable and applies the benefit for the lifetime of the retiree. The minimum amount of such election is five thousand dollars (\$5,000).
2. If an employee qualifies for a health insurance benefit in retirement as set out in this article and is subsequently disabled and qualifies for a disability retirement from the New York State Retirement System, such employee shall receive health insurance benefits in retirement at the same level as if the disabled employee had completed twenty-five (25) years of service.

Section 2. Retirement

Correction Officer Position – The County Legislature of the County of Clinton, does hereby elect to provide a twenty-five year and out, with no minimum age retirement plan as described in section 89-p and 603(1) of the Retirement and Social Security Law.

Section 3. Vision Benefit

Effective January 1, 2013, the Employer shall permit participation in a designated CSEA Employee Benefit Fund Vision Plan for all bargaining unit members and their dependents (family coverage) and guests at the participant's expense through payroll deduction and on a pre-tax basis, as permissible under law, and as such plan is available through CSEA.

Bargaining unit members and guests may elect to continue participation in the Employee Benefit Fund's (EBF) Solstice Vision Plan coverage into retirement at their own expense payable directly to CSEA's Employee Benefit Fund as is available without any involvement or cost to the County.

Section 4. Dental Benefit

Effective January 1, 2013, the Employer shall permit participation in a designated CSEA Employee Benefit Fund Dental Plan for all bargaining unit members and their dependents (family coverage) and guests at the participant's expense payable through payroll deduction and on a pre-tax basis, as permissible under law, and as such plan is available through CSEA.

Bargaining unit members and guests may elect to continue participation in the Employee Benefit Fund's (EBF) Solstice Dental Plan coverage into retirement at their own expense payable directly to CSEA's Employee Benefit Fund as is available without any involvement or cost to the County.

ARTICLE 20 – ADDITIONAL BENEFIT PROGRAMS

Section 1. Deferred Compensation Program

Unit members may enroll in the Deferred Compensation Program agreed upon between the County and CSEA.

Section 2. Employees Assistance Program

Unit members may participate in the Employees Assistance Program provided by the County and agreed upon by CSEA.

Section 3. Flexible Spending Account Program

Unit members may participate in a Flexible Spending Account Program as agreed upon by the County and CSEA.

ARTICLE 21 – MILEAGE ALLOWANCE

A mileage allowance equal to that of the published IRS rate will be allowed and paid for the use of a personal automobile on official County business during the duration of this contract.

If such rate shall increase by more than two cents (\$.02) per mile in any given year, the amount paid shall not be increased by more than two cents (\$.02) in any given year. Increases in the IRS rate will be implemented sixty (60) days following publication. Reimbursement will be made only to those employees who maintain a minimum liability insurance policy of \$50,000/\$100,000. Employees who seek reimbursement shall submit annually to the Sheriff or the Undersheriff proof of such coverage (Certificate of Insurance).

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

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

- 3 (ea) Class “A” L.S. Shirts
- 1 (ea) Class “B” S.S. Shirts
- 3 (ea) Class “A” S.S. Shirts
- 3 (pr) Class “B” Trousers
- 1 (ea) Campaign Hat
- 1 (pr) Class “A” Trousers
- 1 (ea) Winter Cap
- 1 (ea) Raincoat
- 1 (ea) Tie
- 1 (ea) Convertible Jacket
- 5 (pr) Socks
- 1 (pr) Shoes
- 1 (ea) Hat cover (plastic)
- 0 (ea) Dress Blouse
- 1 (ea) Badge
- 1 (pr) Collar Insignia
- 1 (ea) Name Tag
- 1 (ea) Belt
- 1 (ea) I.D. Wallet

- 1 (ea) I.D. Card
- 1 (ea) Handcuff Key
- 1 (ea) Light Key
- 1 (ea) 3 Piece Hat Strap
- 1 (ea) Tie Clasp
- 1 (ea) Key Holder
- 0 (ea) Department Weapon
- 1 (ea) Gun Belt
- 1 (ea) Handcuff Case
- 1 (ea) Holster
- 1 (ea) Cartridge Case
- 3 (ea) Keepers

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

B. All uniformed members of the unit shall receive a \$1,100 uniform maintenance allowance each year paid in two installments. The uniform maintenance allowance will be paid as follows:

July 1 –\$550 and December 1 - \$550 of each contract year. To be used for cleaning. It is understood and agreed that there shall be no pro-rating of these amounts. Such payments shall be treated as all other income

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

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

1. Belt, holster, keepers, cuff case, cartridge holder, key holder.

2. Sidearm – Members shall only carry department issued firearms.
3. Bullets – One hundred fifty (150) rounds once a year for the purpose of qualifying.
4. One pair of handcuffs.
5. Other equipment required by the Sheriff.

ARTICLE 23 – EDUCATIONAL TUITION ASSISTANCE

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

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

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

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

AAS Degree	\$250.00
Bachelors Degree	\$350.00
Masters Degree	\$500.00

B. Special Compensation

An employee who is certified as proficient in Spanish shall be paid the sum of \$500 in addition to the employee’s regular salary, such designations may be limited by the Sheriff to not more than five (5) persons at any one time.

ARTICLE 24 – MANDATED MEETINGS

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

ARTICLE 25 – RECIPROCAL RIGHTS/LABOR MANAGEMENT

Reciprocal Rights

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

Section 1.

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

Section 2.

CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the sheriff or his designee. The officers and agents of CSEA have the right to visit appropriate Sheriff Department's facilities for the purpose of resolving grievances and administering the terms and conditions of this contract.

Section 3.

Employees who are designated or elected for the purpose of resolving grievances or assisting in the administration of this contract, including negotiations for a successor agreement, shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and CSEA. Such time not to exceed a total of twenty (20) hours per fiscal year. The Sheriff shall provide a posting of such time by employee, date and time posted to the Unit President on a quarterly basis.

Section 4.

Employees officially elected as representatives of CSEA may be allowed reasonable approved time off for the purpose of attending State and regional CSEA meetings and conferences.

Labor Management

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

ARTICLE 26 – DISPUTES AND GRIEVANCES

PURPOSE

It is the policy of the Employer and the members of the C.S.E.A. that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. Both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

DEFINITION

A. A “grievance” is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement, written rules, regulations or administrative work order which relates to or involves the employee or employees.

B. An “aggrieved party” is the employee who is directly impacted by the provisions of this agreement.

C. An “employee” is any person in the unit covered by this agreement.

SUBMISSION OF A GRIEVANCE

A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a “grievance” is being raised.

B. Each written grievance shall be submitted on a form approved by the Employer and the Unit and shall identify the aggrieved party, the provision of this agreement, rule, regulation or administrative work order involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and the redress sought by the aggrieved party.

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

D. The aggrieved party may be represented at any formal level of the procedure by a representative of his choice.

GRIEVANCE PROCEDURE

A. Sheriff

The Sheriff, or his designee, shall respond in writing within ten (10) workdays after the receipt of each formal written grievance. If an aggrieved party is not satisfied with the response or if no response is received within the specified time limit after the submission of the written grievance and if the CSEA believes that the grievance is meritorious, the CSEA may refer the matter to the County Legislature within ten (10) workdays of the receipt of the decision of the Sheriff or his designee.

B. County Legislature

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

C. Arbitration

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

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

ARTICLE 27 – EMPLOYEE EVALUATION

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

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

employee's file along with the completed evaluation form. All evaluation documents and appendages will be dated and signed before placement in the employee's file. The department head, the employee, and the Personnel Department will receive copies.

ARTICLE 28 – DISCIPLINE AND DISCHARGE ACTION

A. Effective January 1, 2008 through December 31, 2008: Members of the unit who are non-probationary employees who would be entitled to Section 75 rights under the terms of the legislation extending Civil Service status to certain employees of the Sheriff's Department will be provided such rights in the event of Discipline and Discharge matters that are covered and provided for under Section 75 of the Civil Service Law and applicable decisional Law governing Section 75 and Section 76.

B. Effective January 1, 2009:

(1) Should the County bring disciplinary or dismissal charges against an employee pursuant to Paragraph A above subsequent to January 1, 2009; and

(2) Should there be a Section 75 proceeding based on a situation that occurs subsequent to January 1, 2009; and

(3) Should a hearing officer issue recommendations; and

(4) Should the Sheriff impose a harsher penalty than the penalty recommended by the Hearing Officer, then the following shall occur:

1. The employee may elect to appeal such decision under the provisions of the Civil Service Law, or the employee, through the union, may elect a de novo hearing at a grievance arbitration.

May 22, 2003

David Favro
Sheriff
Clinton County

SUBJECT: BACKGROUND AND INTENT OF ARTICLE 6,
SECTION 2

Dear Sheriff Favro:

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

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

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

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

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

Sheriff Favro
May 22, 2003

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

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

Respectfully,

/s/ Jon Premo

Jon Premo
Labor Relations Specialist

2013

SHERIFF'S DEPARTMENT – CORRECTIONS UNIT

1.0% Increase

TITLE	< 1Year	1 < 5	5 < 9	9 < 14	14 < 18	18 < 21	21+
Correction Officer	32,485 15.6178	36,463 17.5303	41,434 19.9202	44,749 21.5139	46,824 22.5115	48,893 23.5063	51,103 24.5688
Correction Corporal	35,591 17.1111	39,571 19.0245	44,541 21.4139	47,856 23.0077	49,929 24.0043	52,001 25.0005	54,210 26.0625
Correction Sergeant	37,087 17.8303	41,066 19.7433	46,036 22.1327	49,352 23.7269	51,425 24.7236	53,497 25.7197	55,705 26.7813
Correction Lieutenant	38,813 18.6601	42,793 20.5736	47,763 22.9630	51,078 24.5567	53,151 25.5534	55,223 26.5495	57,432 27.6115

2014

SHERIFF'S DEPARTMENT – CORRECTIONS UNIT

1.5% Increase

TITLE	< 1Year	1 < 5	5 < 9	9 < 14	14 < 18	18 < 21	21+
Correction Officer	32,972 15.8519	37,010 17.7933	42,056 20.2192	45,420 21.8365	47,526 22.8490	49,626 23.8587	51,870 24.9375
Correction Corporal	36,125 17.3678	40,165 19.3101	45,209 21.7351	48,574 23.3529	50,678 24.3644	52,781 25.3755	55,023 26.4534
Correction Sergeant	37,643 18.0976	41,682 20.0394	46,727 22.4649	50,092 24.0827	52,196 25.0942	54,299 26.1053	56,541 27.1832
Correction Lieutenant	39,395 18.9399	43,435 20.8822	48,479 23.3072	51,844 24.9250	53,948 25.9365	56,051 26.9476	58,293 28.0255

2015

SHERIFF'S DEPARTMENT – CORRECTIONS UNIT

1.7% Increase

TITLE	< 1Year	1 < 5	5 < 9	9 < 14	14 < 18	18 < 21	21+
Correction Officer	33,533 16.1216	37,639 18.0957	42,771 20.5630	46,192 22.2077	48,334 23.2375	50,470 24.2644	52,752 25.3615
Correction Corporal	36,739 17.6630	40,848 19.6385	45,978 22.1048	49,400 23.7500	51,540 24.7788	53,678 25.8067	55,958 26.9029
Correction Sergeant	38,283 18.4053	42,391 20.3803	47,521 22.8466	50,944 24.4923	53,083 25.5207	55,222 26.5490	57,502 27.6452
Correction Lieutenant	40,065 19.2620	44,173 21.2370	49,303 23.7034	52,725 25.3486	54,865 26.3774	57,004 27.4058	59,284 28.5019

2016

SHERIFF'S DEPARTMENT – CORRECTIONS UNIT

1.8% Increase

TITLE	< 1Year	1 < 5	5 < 9	9 < 14	14 < 18	18 < 21	21+
Correction Officer	34,137 16.4120	38,317 18.4216	43,541 20.9332	47,023 22.6072	49,204 23.6558	51,378 24.7010	53,702 25.8183
Correction Corporal	37,400 17.9808	41,583 19.9918	46,806 22.5029	50,289 24.1774	52,468 25.2250	54,644 26.2712	56,965 27.3870
Correction Sergeant	38,972 18.7365	43,154 20.7471	48,376 23.2577	51,861 24.9332	54,038 25.9798	56,216 27.0269	58,537 28.1428
Correction Lieutenant	40,786 19.6087	44,968 21.6192	50,190 24.1298	53,674 25.8048	55,853 26.8524	58,030 27.8990	60,351 29.0149

Signature Page

The Contract shall be for a period of four years to be effective January 1, 2013 through December 31, 2016.

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

Samuel R. Dyer

Chairperson, Clinton County Legislature

Date: _____

David N. Favro

Sheriff, County of Clinton

Date: _____

Richard Staley, Jr.

President, Clinton County Sheriff's Department

Unit 6450-01 of the Civil Service Employees Association, Inc.

Date: _____

Emy L. Pombrio

Labor Relations Specialist

Civil Service Employees Association, Inc.

Date: _____

