

AN AGREEMENT
BY AND BETWEEN
THE
COUNTY OF MADISON
AND
THE MADISON COUNTY
DEPUTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION
JANUARY 1, 2005
TO
DECEMBER 31, 2008

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SECTION 1
APPLICABLE LAW

1.1. This Agreement shall be governed by the Public Employees Fair Employment Act and applicable State and Federal laws not inconsistent with said Act.

SECTION 2
EQUAL EMPLOYMENT OPPORTUNITY

2.1. Acknowledging the moral principles inherent in Federal and State legislation, the parties to this Agreement hereby affirm that they shall ensure equal opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, disability, marital status, national origin, sexual orientation, military status, political affiliation or belief.

It is furthermore affirmed the concept and philosophy that equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

SECTION 3
AGREEMENT SCOPE

3.1. This Agreement constitutes the entire Agreement between the County and the Association. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it.

This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

SECTION 4
RECOGNITION

4.1. Unit Definition

The Sheriff and the County hereby recognize the Association as the exclusive representative for all permanent, full-time employees employed in the civil service classifications of deputy sheriff, deputy sheriff sergeant and deputy sheriff lieutenant.

4.2. Exclusions

All employees of the Madison County Sheriff's Department holding positions not contained in Schedule A of this Agreement shall be excluded from the bargaining unit. The classification of deputy sheriff captain, all part-time employees and all temporary, seasonal and casual employees are excluded from the bargaining unit.

4.3. New Titles

When new titles are created that appear to be within the scope of the unit or existing unit titles are changed, the County will consult with the union in determining whether the new or amended titles should be included in the bargaining unit defined above. If the parties cannot agree on the unit status of a title, the matter shall be submitted to the Public Employment Relations Board for final determination. The County may create the position and fill the vacancy subject to a final determination.

SECTION 5
NO STRIKE PLEDGE

5.1. The Association affirms that it does not assert the right to strike against the County, to assist or participate in any strike, or to impose an obligation upon its membership to conduct, assist or participate in any such strike.

SECTION 6
WAGE DEDUCTIONS

6.1. The County shall deduct from the wages of employees within the bargaining unit regular membership dues and other authorized deductions, such as premiums for Association policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction(s). The County shall remit such monies monthly to: Madison County Deputy Sheriff's Police Benevolent Association, Wampsville, New York, with the exception of authorized deductions for the Credit Union which will be sent to the Credit Union Office.

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

6.3. The Association shall indemnify the County 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 County in good faith for the purpose of complying with the provisions of this section.

SECTION 7
ASSOCIATION BUSINESS

7.1. Time off for Association Business

The Association may designate three (3) delegates to attend conventions and conferences up to a maximum of nine (9) days per year with pay. The President of the Association or designee shall be entitled to a total of twelve (12) days off with pay per year to attend to Association matters. Time off for association business shall be requested on a form prescribed by the Sheriff at least five (5) calendar days in advance of such leave. Time off for association business shall not be unduly denied; however, the Sheriff has the right to deny such requests in the case of emergency or due to staffing requirements. The names of the union delegates and officers shall be certified in writing to the Sheriff and Personnel Officer annually and upon any change.

7.2. Bulletin Boards

The Association shall have the right to post notices and other communications on an independent bulletin board (located in a mutually agreed upon space) exclusively for use by the Association. The Association shall also have the right to locate one (1) file cabinet for records in a mutually agreed upon space.

7.3. Attorney/Representative

The Association attorney/representative may for the purpose of administering this Agreement meet with members on the job, providing that no inordinate interruption of work is caused by such meeting, with the permission of the Sheriff or the person in charge in the Sheriff's absence, which permission shall not be unreasonably withheld.

7.4. Negotiating Committee

The Association may designate three (3) members to serve as a negotiating committee and such employees shall be paid their regular salary for attending contract negotiation sessions in the event that same occur during normal working hours. Members so serving shall not receive extra compensation for attending negotiation sessions during their off-duty hours.

SECTION 8
MANAGEMENT RIGHTS

8.1. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibility possessed by the Sheriff/County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Sheriff/County; to determine the facilities, methods, means and number of personnel required for conduct of County programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications

for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

SECTION 9 GRIEVANCE PROCEDURE

9.1. Definitions:

Grievance is defined as an alleged violation, misinterpretation, or inequitable application of the expressed terms of this Agreement.

Grievant shall mean either the Madison County Deputy Sheriff's Police Benevolent Association or the employee(s) it represents in the negotiating unit, filing a grievance.

Supervisor shall mean the employee serving in the classification of Deputy Sheriff Captain.

9.2. Nothing contained in this Agreement shall be construed to deny any employee his rights under applicable New York State Civil Service Laws and regulations.

9.3. However, an employee shall have the right to present his/her grievance to the Sheriff and/or the County free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages.

9.4. For the purpose of this procedure, work days will exclude Saturday, Sunday and enumerated holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant, either the Deputy Sheriff's Police Benevolent Association or the employee(s) it represents to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limits set forth will advance the grievance to the immediate next step of the grievance procedure.

9.5. STAGES

9.5.1. Stage 1 - Supervisor

An employee who has a grievance shall present the claim to his immediate supervisor on an informal and oral basis within ten (10) working days of the alleged violation. The employee and the immediate supervisor will discuss and attempt to resolve the grievance.

9.5.2. Stage 2 - Sheriff

A. In the event that the grievance is not resolved within Stage 1, the aggrieved employee(s) may submit within five (5) working days from the immediate supervisor's response,

a formal written grievance to the Sheriff. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract alleged violated, the date of the alleged violation, and the remedy sought.

B. The Sheriff shall meet with the aggrieved employee(s) and the Deputy Sheriff's Police Benevolent Association's President to discuss and review the allegations, within five (5) working days.

C. Within five (5) working days of the meeting described in 9.5.2. (B), the Sheriff must respond in writing to the aggrieved employee(s) with a copy to the President of the Deputy Sheriff's Police Benevolent Association and a copy to the Personnel Officer.

9.5.3. Stage 3 - Personnel Officer

A. In the event that the grievance is not resolved within Stage 2, the aggrieved employee or the Association may submit within five (5) working days from the Sheriff's response, a formal written grievance to the County Personnel Officer. If the complaint involves the Deputy Sheriff's Police Benevolent Association or the County, formal adjustment of the complaint may be initiated at this stage.

B. The County Personnel Officer shall meet with the aggrieved employee(s) and the Deputy Sheriff's Police Benevolent Association's President to discuss and review the allegations, within five (5) working days.

C. Within ten (10) working days of receipt of the Stage 3 written grievance, the County Personnel Officer must respond in writing to the aggrieved employee(s) with a copy to the Deputy Sheriff's Police Benevolent Association's President.

9.5.4. Stage 4 - Arbitration

A. If settlement is not reached at Stage 3, the Deputy Sheriff's Police Benevolent Association and only the Deputy Sheriff's Police Benevolent Association may, within ten (10) working days after the reply of the Personnel Officer is given or is due, by written notice request arbitration. The Employer and the Deputy Sheriff's Police Benevolent Association will select the arbitrator by mutual agreement, from lists submitted to them by the NYS Public Employment Relations Board (PERB) and arbitration will be conducted in accordance with the Rules of Procedure of the NYS PERB. Such notice of arbitration must be given to the Personnel Officer. If arbitration is not requested as set forth in this step, it shall be deemed waived, and the grievance resolved on the basis of the response of the Personnel Officer.

B. The decision or award of the Arbitrator shall be final and binding on the County, the Deputy Sheriff's Police Benevolent Association and the grievant or grievants to the extent permitted by and in accordance with applicable Law and this Agreement.

C. The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement.

D. Except for the filing fee, the costs of the services of the arbitrator, including expenses if any, will be borne equally by the County and the Deputy Sheriff's Police Benevolent Association. The filing fee shall be paid by the party filing for arbitration.

E. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

SECTION 10 JOB SECURITY/LAYOFF AND RECALL

10.1. Job Security

The Sheriff and the County hereby agree that during the life of this Agreement those employees designated in Appendix A annexed hereto shall neither be terminated, laid off, or reduced in rank or pay except as provided in Section 11 "Discipline".

10.2.1. Layoff in the Competitive Class

Except as expressly limited by other provisions of this Agreement, the County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Madison County Civil Service rules.

10.2.2. The County shall forward a list of those employees to be laid off to the Association at least five (5) working days prior to the date that notices are issued to employees.

10.2.3. Employees to be laid off will have at least ten (10) working days notice of layoff or be paid in lieu of time.

10.2.4. When an employee elects to replace an employee in a lower job title, he/she shall assume the appropriate salary for that title and in no instance will the employee be paid at a rate of pay higher than the maximum salary rate for the position in which the employee is assigned.

10.2.5. Notice of recall shall be sent to the employee at his last known address by registered mail and a copy sent to the Association. If any employee fails to report for work within ten (10) working days from the date of mailing the notice of recall, he shall be considered a quit and removed from the recall list. The County shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the County with his latest mailing address.

SECTION 11 DISCIPLINE

11.1. 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. A notice of such discipline shall be made in writing and served upon the employee. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

11.2. If the employee disagrees with the disciplinary action imposed, the Association may submit a grievance at the Stage 3 level of the grievance procedure as specified in Section 9 of the Agreement. Failure to submit a request for grievance within twenty (20) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the Association and the matter will be settled in its entirety. Subject to a mutual written agreement between the Association and the County Personnel Officer, the time limits herein specified may be extended.

11.3. An employee shall have the right to be represented in disciplinary matters by an Association representative and/or Association attorney if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Sheriff, and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

11.4. Notwithstanding any other provision of the law, no removal or disciplinary proceeding shall be commenced more than three (3) years after the occurrence of the alleged act(s), provided, however, that such limitation shall not apply when the charges would, if proved in a court of appropriate jurisdiction, constitute a crime, in which case the appropriate statute of limitation for prosecution of the crime shall govern insofar as commencement of disciplinary proceedings hereunder are concerned.

SECTION 12 WORKDAY AND WORKWEEK

12.1. Normal Workday

The normal workday for full-time employees shall consist of eight (8) consecutive hours.

12.2. Normal Workweek

The normal workweek for full-time employees shall be forty (40) hours, consisting of five (5) consecutive workdays of eight (8) consecutive hours per day. Each full-time employee shall receive two (2) consecutive days off in any seven (7) day period except when prevented by circumstances beyond the Employer's control.

SECTION 13 OVERTIME PREMIUM

13.1. Overtime Premium Pay

13.1.1. Employees covered by this Agreement shall be paid one and one-half (1½) times their regular straight time hourly rate of pay including adjustments for longevity payments, educational allowance and shift differential for all authorized hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a fixed seven (7) day workweek. It is specifically understood by both parties that this overtime premium provision shall not apply to standby time and any unauthorized hours of work.

13.1.2. Paid time off shall not be included as time worked in determining eligibility for overtime premium pay.

13.2. Compensatory Time

13.2.1. In lieu of paid overtime, an employee may choose to accrue compensatory time at the rate of one and one-half (1 1/2) times all authorized hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a fixed seven (7) day workweek. Compensatory time off shall not be combined with overtime pay except when an employee reaches the maximum compensatory time accumulation.

13.2.2. Compensatory time must be requested at least forty-eight (48) hours in advance from the Sheriff or his designee. Compensatory time shall not be unduly denied; however, the Sheriff or his designee shall have the right to limit the number of employees utilizing compensatory time according to work requirements.

13.2.3. Compensatory time will be accrued in one quarter (1/4) hour units. Compensatory time off may not be requested for fewer than four (4) hours.

13.2.4. Employees may not bank more than sixty (60) hours of compensatory time at any given time.

SECTION 14
CALL BACK

14.1. When a full-time employee after leaving his/her place of work, is called in and reports for work other than during his regular scheduled work time, such employee shall be guaranteed a minimum of three (3) hours work or a minimum of three (3) hours compensation at one and one-half (1 1/2) times the employee's regular hourly rate of compensation.

14.2. Any call back hours actually worked in excess of forty (40) hours in a workweek shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate in accordance with the provisions of the Fair Labor Standards Act.

SECTION 15
COURT TIME

15.1. When a full-time employee is called in or scheduled to testify in court, such employee shall be guaranteed a minimum of three (3) hours work or a minimum of three (3) hours compensation at the employee's regular hourly compensation rate.

SECTION 16
HOLIDAYS

16.1. Employees shall be provided credit for eleven (11) holidays during the year. The following holidays shall be observed:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

16.2. Holiday Observance

The County Personnel Officer shall notify the Association of the exact dates the above holidays shall be observed on. Christmas, New Year's Day, Thanksgiving, and Independence Day shall always be observed on the calendar day on which the holiday occurs. This notification shall be submitted to the Association before the beginning of each calendar year. In the event of a legal change of the date celebrating a holiday, the Association will be notified of such change as soon as possible.

16.3. An employee shall be awarded one hundred (100) hours of holiday time each

January 1. One hundred hours is equivalent to eight (8) holidays at straight time and three (3) holidays (New Year's Day, Thanksgiving Day and Christmas Day) at time and one-half. An employee may utilize holiday time to compensate for a holiday that they have off during their normal workweek, or an employee may utilize holiday time to take any other day off with prior approval. Employees must request to use holiday time in writing at least forty-eight (48) hours in advance from the Sheriff or designee. When an employee works on a holiday, he/she shall receive straight time pay. In the event an employee does not utilize their holiday time by December 31 of a calendar year, the unused time shall be paid to the employee in the first full pay period of the following calendar year.

If an employee leaves County employment during the year, he/she shall be entitled to pay for holiday time for holidays which have occurred up to their resignation date. In the event an employee has utilized more time than the number of holidays that have occurred he/she shall owe the time back to the County.

16.4. Holiday Eligibility Requirement

In order to be eligible for holiday pay as defined in this section, the employee must actually work his/her last scheduled workday prior to the holiday and his/her first scheduled workday subsequent to the holiday. Excuses will be granted for the failure to work either the day before and/or after a holiday because of authorized leave. In the event that an employee has established a pattern of using sick leave immediately prior to or subsequent to holidays, the Sheriff may request a physician's statement to verify the employee's sickness. Failure by the employee to comply with the request shall result in forfeiture of holiday pay.

16.5. Definition of Authorized Leave

Authorized leave shall be any leave (e.g. vacation, sick leave, personal leave, compensatory time, association leave, bereavement leave, unpaid leave of absence, etc.) that has been requested and granted in compliance with the terms of this Agreement.

SECTION 17
VACATIONS

17.1. A full-time employee covered by this Agreement shall earn vacation leave credits in accordance with the following schedule:

<u>Completed years of Continuous Employment</u>	<u>Days Per Year</u>
After 1 year	10 days
After 5 years	15 days
After 11 years	16 days
After 12 years	17 days
After 13 years	18 days

After 14 years	19 days
After 15 years and over	20 days

17.2. Vacation days shall be credited on the anniversary date of employment as adjusted in accordance with Section 38.1 "Definition of Seniority".

17.3. All requests for vacation leave must be approved by the Sheriff or his designee. For vacation leave requests of one (1) day, the employee must file a written request for vacation leave with the Sheriff/designee at least seventy-two (72) hours in advance of the requested leave. For all other vacation leave requests, the employee must file a written request with the Sheriff/designee at least twenty (20) working days in advance of the requested leave.

17.4. Vacation pay will be at the employee's regular compensation rate.

17.5. Vacation leave shall be utilized in not less than one (1) day units.

17.6. It is expected that all employees qualifying for vacations shall take their vacation time off. However, upon request by the employee and subject to approval by the Sheriff, unused vacation leave may be carried over from anniversary year to anniversary year but, in no instances will accumulation of vacation leave in excess of forty (40) days be permitted.

17.7. Holidays falling within the vacation leave period shall not be charged to vacation leave used.

17.8. Vacation Buy-Back Full-time employees covered by this Agreement may receive pay in lieu of vacation time, subject to the following conditions: (A) Requests must be in writing, (B) Requests must be made for full day time periods, (C) Requests will be limited to a thirty (30) day maximum, (D) Only one (1) request per employee per calendar year will be considered, (E) Pay in lieu of vacation will be made at the employee's regular rate, (F) Requests must be submitted thirty (30) working days prior to the date of payment, (G) Requests may be canceled by written notice no later than ten (10) working days prior to the date of payment.

SECTION 18 PERSONAL LEAVE

18.1. FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1988:

On the first day of the first payroll period after January 1 of each year, each full-time employee shall be credited with five (5) days of personal leave.

18.2. FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1988:

On the first day of the first payroll period after January 1 of each year, each full-time employee shall be credited with (3) days of personal leave.

FOR NEWLY HIRED FULL-TIME EMPLOYEES:

Full-time employees hired between January 1 and June 30 inclusive shall receive two (2) days of personal leave. Full-time employees hired between July 1 and December 31 inclusive shall receive one (1) day of personal leave.

18.3. On December 31 of each year of this Agreement all unused personal leave will be converted to sick leave. This provision is not intended to increase the maximum sick leave allowance set forth in Section 19.1.

18.4. Personal leave requires no explanation. Except in urgent emergencies, employees must request personal leave in writing at least seventy-two (72) hours in advance from the Sheriff or his designee. Personal leave shall not be unduly denied, however, the Sheriff shall have the right to limit the number of employees on personal leave according to work requirements.

18.4.1. Personal leave may not be denied solely because a part-time employee must be called in to replace the employee requesting leave.

18.4.2. The Sheriff/designee shall respond to all non-emergency requests for personal leave in writing within forty-eight (48) hours.

18.4.3. Personal leave may not be substituted for sick leave except when an employee has no remaining sick leave accruals.

18.5. Employees on unpaid status which does not allow for the accrual of personal leave during all or part of the preceding year shall receive the pro rata amount of personal leave to which such employee would be otherwise entitled.

SECTION 19
SICK LEAVE

19.1.1. A new employee shall accrue sick leave in accordance with the following schedule:

<u>Completed Service</u>	<u>Sick Leave Days Accrued</u>
Successful completion of field training	3 days
6 months	3 days
1 year	3 days
1 year 6 months	3 days
2 years	3 days

Thereafter, an employee with at least two (2) years, six (6) months of service up to ten (10) years of service who has fifteen (15) days or more of sick leave accrued on the day of the month that sick leave is awarded shall accrue one (1) day (eight (8) hours) of sick leave for their prior month of service. An employee who has fewer than fifteen (15) days of sick leave accrued on the day of the month that sick leave is awarded shall accrue one-half (1/2) day (four (4) hours) of sick leave for their prior month of service.

When an employee has more than ten (10) years of service, they shall accrue one (1) day (eight (8) hours) of sick leave per month.

19.1.2. An employee on disability leave shall accrue sick leave at the rate at which it was accrued prior to the leave. If the employee goes off the payroll for an unpaid medical leave, they shall accrue sick leave upon their return at the rate at which it was earned prior to the leave.

19.1.3. In addition to sick leave used for illness of the employee, sick leave may be used for illness of the employee's spouse, parent and/or child, not to exceed a total of fifteen (15) days per fifty-two (52) week period. A physician's statement may be required for proof of illness. Failure to comply with said request will result in loss of pay.

19.1.4. When use of sick leave is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County's policy and procedures on the FMLA.

19.2. Notification Requirement

An employee reporting sick must notify his/her supervisor at least one (1) hour prior to the start of the employee's shift at a telephone number designated by the Sheriff. Sick leave shall not be granted unless such notification is made but instead shall be considered as unauthorized time off without pay.

19.2.1. An employee shall not work for another employer during the eight (8) hour period they are utilizing sick leave.

19.3. Sick Leave Units

Sick leave credits are to be used in units of not less than one (1) hour.

19.4. Documentation Requirement

An employee on sick leave for more than three (3) consecutive days may be required to furnish a doctor's certificate prior to returning to work. In any case if the Sheriff has reasonable grounds to believe sick leave is being abused, the employee may be required to furnish a doctor's verification of illness. Any employee out ill for thirty (30) consecutive calendar days shall provide the Sheriff with a doctor's verification of illness. Such verification shall be submitted every thirty (30) consecutive days thereafter. If the employee fails to submit sufficient

proof of illness when required to do so, such absence shall be considered as time off without pay. Upon return from sick leave of twenty (20) calendar days or more, the employee shall submit to the Sheriff a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement. The County shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the County's expense, by a physician selected by the County to determine the nature and extent of the illness or disability.

19.5. As an incentive for members of this unit to further reduce excessive or unwarranted absenteeism and to continue to foster high standards of productivity and accountability among said members, the County agrees to pay all regularly scheduled full-time employees covered by this Agreement, who have at least fifteen (15) or more sick leave days accrued on November 1 of each calendar year, and who used three (3) or fewer days of sick leave during the twelve calendar months immediately preceding November 1, an annual attendance bonus of five hundred dollars (\$500.00) to be paid in a separate check effective December 1 of each year. Sick leave days used while on duty-incurred injury compensation shall not be included in determining the standard of three (3) or fewer days in this section.

19.6. Between November 1 and December 1 of each year of the Agreement, those full-time employees with over one-hundred days of accrued sick leave may submit a request on a form prescribed and distributed by the Personnel Officer, to the Sheriff for "Buy Back" of accrued sick leave up to a maximum of thirty (30) sick leave days per year. Such "Buy Back" will be at fifty percent (50%) of the employee's regular salary or hourly wage and issued in a separate check no later than December 20th of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.

19.7. Sick Leave Bank

19.7.1. Madison County and the Association shall jointly administer a voluntary sick leave bank (SLB). The purpose of the SLB is to aid unit employees who suffer a prolonged personal illness and exhaust all leave accruals during the illness.

19.7.2. The SLB shall be administered by a three (3) person Committee consisting of the County Personnel Officer, the Association President, and an Association member appointed by the Association President.

19.7.3. All bargaining unit members must donate one (1) sick leave day within thirty (30) calendar days of ratification of this Agreement if they choose to become members of the SLB. Thereafter, employees may only become members during the month of January each year and shall be required to donate one (1) sick leave day. Sick leave donated by an employee may not be withdrawn. The County shall establish the bank with twenty (20) days of sick leave, and any

unused and unpaid sick leave from unit members who resigned or retired within one (1) year prior to ratification of the Agreement.

19.7.4. To remain a member of the SLB an employee must donate four (4) hours of sick leave during the month of February of each year except as noted in .5..

19.7.5. All days in the SLB shall carry over from year to year. Each February 1st, the days in the SLB shall be evaluated. If the SLB has one hundred (100) days or more, continuing members shall not be required to contribute during that year. If the SLB has fewer than one hundred (100) days continuing members shall be required to donate four (4) hours of sick leave. In this event, new members who donated one (1) day in January will not be required to donate an additional four (4) hours to maintain membership.

19.7.6. A unit employee may make application for SLB usage subject to all of the following conditions:

- (a) The employee has completed at least one (1) year of continuous service and has fully contributed to the bank pursuant to 4 and 5 above;
- (b) The employee is unable to perform the duties of his/her regular job due to non-work-related illness or injury;
- (c) The employee has exhausted all other forms of his/her paid leave accruals which shall include sick leave, compensatory time, personal leave and vacation;
- (d) The employee has served a thirty (30) consecutive calendar day waiting period from the onset of the illness/injury. The waiting period can be satisfied by any combination of paid and unpaid time off;
- (e) The application shall be made on a standard form prescribed and distributed by the Personnel Officer. The application shall include written verification of the employee's medical condition by a physician selected and paid for by the employee.

19.7.7. The SLB Committee shall meet as soon as practicable to review the completed application(s). The Committee shall approve or disapprove an application by majority vote. Each application shall be considered on an individual basis. Each employee shall authorize the release of his/her work attendance records to the Committee for review with their application. If requested by any committee member, the employee shall also authorize the release of his/her formal disciplinary record, if any for review. The Committee shall have the right to have a physician of its own choosing verify the employee's condition. The cost of any verification shall be assumed by the County. The decision of the Committee shall be final and binding. The

decision shall not be subject to review under the grievance procedure as outlined in Section 9 or any other legal method.

19.7.8. An employee shall be entitled to apply for up to twenty (20) days or one-half of the days available in the SLB, whichever is less. An employee may reapply for one (1) extension to receive up to twenty (20) days or one-half (1/2) of the days available in the SLB, whichever is less subject to approval of the Committee. An employee may make one application for use of the SLB and one reapplication for an extension in any fifty-two (52) week period subject to the time limits defined above. An employee who utilizes the SLB and its one extension, must return to work on a full-time basis for at least six (6) continuous months before qualifying to use the SLB again.

19.7.9. Employees shall be entitled to receive full pay while utilizing the SLB. The SLB may grant partial days to full-time employees when the employee is capable of working part-time and the department head accepts the employee back to work on a part-time basis.

19.7.10. When an employee is utilizing time from the SLB, all benefits will continue to accrue in accordance with the provisions of the Agreement. Any additional paid leave credits earned by the employee must be used by the employee as the credit is earned before a SLB day may be used. Any SLB credits approved but not used by the employee shall be returned to the SLB.

19.7.11. When an employee is utilizing time from the SLB all time reimbursed under the County administrative policy for the NYS disability plan shall be reimbursed directly to the SLB.

19.7.12. Upon separation from County employment, a member employee shall forfeit all sick leave days previously contributed to the SLB. However, such days shall remain in the SLB for future use by unit employees. In addition, when a bargaining unit member terminates employment for any reason, up to twenty (20) days of unused and unpaid sick leave shall be transferred to the SLB.

19.7.13. If the SLB reaches zero days in any calendar year then the SLB will not be operational for the remainder of that calendar year.

SECTION 20 BEREAVEMENT LEAVE

20.1. Bereavement leave of three (3) work days shall be granted in the event of a death in the employee's immediate family.

Immediate family shall be defined as: mother, father, husband, wife, son, daughter, grandmother, grandfather, granddaughter, grandson, sister and brother. The above

terms shall include natural, in-law, and step relations.

20.2. Employees requesting bereavement leave may be asked for proof of relationship and/or proof of death. Failure to comply with said request will result in loss of bereavement pay.

SECTION 21 TESTS

21.1. No covered employee shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. Such tests may be given if requested by the employee.

21.2. Alcohol and Substance Abuse Testing Procedure.

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. All employees may be required to submit to a test for controlled substances as part of their periodic medical examination as set forth in Section 45.3.

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 test required by this paragraph may be ordered up to 90 days after the special detail ceases.

Testing positive for alcohol shall be defined in this section as meeting or exceeding the legal limit identifying driving while intoxicated as prescribed in the NYS Vehicle and Traffic Law Section 1192.2.

Testing positive for any controlled substance 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, other than a prescription drug prescribed for the employee by a physician.

If the results of any test for controlled substances are positive, the test results shall be verified by a retest of the original sample. If the results of any test for alcohol are positive, the test results shall be verified by an immediate retest.

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 will be discharged at the discretion of the Sheriff. The Sheriff's decision is final and not reviewable.

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 will be discharged at the discretion of the Sheriff. The Sheriff's decision is final and not reviewable.

An employee who tests positive or voluntarily seeks assistance as set forth herein shall be required to submit to periodic testing for one year following the completion of counseling. Any employee who subsequently tests positive will be discharged at the discretion of the Sheriff. The Sheriff's decision is final and not reviewable.

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.

Use of illegal controlled substances and/or alcohol while on duty shall be cause for discharge.

SECTION 22 AMMUNITION AND WEAPONS QUALIFICATION

22.1. Each employee required to carry a weapon in the performance of their job shall qualify each year under the supervision of a qualified instructor with the weapon or weapons required for the performance of their job as approved by the Sheriff.

22.2. Qualification shall, where practicable, be scheduled to take place during the employee's regular working hours.

22.3. All unused duty ammunition shall be replaced at least twice each year.

SECTION 23 NEGLIGENT USE OF AND/OR LOSS OF COUNTY OWNED EQUIPMENT

23.1. Employees covered by this Agreement shall be held responsible for the proper use, care and safekeeping of County purchased equipment. This shall include all assigned personnel uniforms and associated metal and leather goods. This shall include motor vehicles and associated equipment, books, weapons of any type, boats and navigating supplies and any material which is under the control of or in the possession of said employees.

23.2. When any such equipment or article is lost, damaged or destroyed, the facts of the case shall be reduced to writing by the employee involved and it shall be brought to the attention of the Sheriff. The Sheriff shall cause an investigation to be conducted to determine if such property loss is the result of negligence and/or misuse on the part of the employee. If

investigation so indicates, the results of said investigation shall be reduced to writing by the Sheriff and returned to the employee involved.

Such writing shall state the cost of replacement of item or items involved based on the actual current market value at time of loss.

23.3. An employee covered by the Agreement shall have the right to a review as prescribed under Section 11 of this Agreement within the time requirement limit specified therein. Nothing in this Section should be construed to prevent replacement of items if in the discretion of the Sheriff such items were lost, destroyed or damaged due to no fault of the employee and in the course of everyday business.

23.4. If in the final determination it is established that such loss, damage or destruction of County owned property was in fact due to carelessness or misuse by an employee, in addition to the disciplinary action available to the Sheriff under Section 11 of this Agreement, restitution for said property in a maximum amount of \$350.00 for any one incident may be imposed by the Sheriff. An employee who is ordered to pay restitution shall have ninety (90) days to do so.

SECTION 24 UNIFORMS AND EQUIPMENT

24.1. Initial Issuance

Each newly hired, full-time uniformed Deputy Sheriff shall be outfitted with uniform clothing and equipment from the existing inventory at the Sheriff's Department as determined by the Sheriff.

Upon completion of the probationary period, a full-time, uniformed Deputy Sheriff shall receive the initial issuance of uniform clothing and equipment as outlined on the listing prescribed by the Sheriff.

There shall be a maximum allotment of uniform clothing and equipment prescribed by the Sheriff. One year after receiving the initial issuance a Deputy Sheriff may utilize up to three hundred dollars (\$300.00) on an annual basis to purchase uniform clothing and equipment until the maximum allotment has been issued. An employee may carry over fifty dollars (\$50.00) of the three hundred dollar (\$300.00) annual allowance into the following calendar year. The approval of the Sheriff is required prior to the purchase of any clothing items or equipment. Thereafter, uniform clothing and equipment damaged through the performance of required job duties shall be replaced at County expense as determined by the Sheriff. Repair and/or replacement of damaged or worn-out clothing and equipment will be purchased through the annual allowance.

It shall be the responsibility of the Deputy Sheriff to clean and maintain his/her clothing and equipment.

24.2. Upon successful completion of the probationary period and on an annual basis thereafter, each full-time plain clothes officer shall receive a clothing allowance of two hundred and fifty dollars (\$250.00). The approval of the Sheriff is required prior to the purchase of any clothing items. Equipment prescribed by the Sheriff shall be provided at County expense. It shall be the responsibility of the plain clothes officer to clean and maintain his/her clothing and equipment.

24.3. Any additional first-time uniform clothing or equipment required by the County will be furnished by the County without deduction from the above stated uniform allowance.

24.4. All personnel shall be dressed in the same coordinated color.

24.5. When an employee terminates his/her employment with the Sheriff's Department, he/she shall return his/her uniform clothing and equipment prior to receipt of his/her final paycheck. Failure to do so shall require the employee to be liable for the value of such items.

24.6. The Sheriff shall prescribe the uniforms to be worn by employees on duty. All items shall be consistent with standards established by the Sheriff in conformance with uniform standards of the New York State Sheriff's Association. Employees shall keep this initial issuance up-to-date at all times. Employees shall be subject to inspection to insure compliance with standards and issuance maintenance.

24.7. All uniforms and equipment provided by the Sheriff/County shall be used by employees solely for the purposes 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.

SECTION 25 REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

25.1. The County shall pay for an employee's eye glasses, dentures, watches and personal clothing damaged or destroyed while engaged in the performance of his/her duties. Such payment shall be made only after the written report to the Sheriff including documentation of facts and the value of the damaged or destroyed property.

25.2. In no event shall reimbursement exceed three hundred dollars (\$300.00) for any one item of property. Any employee who is reimbursed hereunder through insurance litigation or otherwise shall be required to reimburse the County for any payment made to said employee by the County.

25.3. Reimbursement shall be computed according to the following formula:

One-half (½) the difference arrived at by subtracting the market value of the damaged or destroyed property at the time of damage, from the current replacement value; PLUS the market value of the damaged or destroyed property at the time of such damage or destruction.

25.3.1. Market value of the property will be determined through mutual agreement between the Sheriff and the employee filing such claim for reimbursement, or through mutual consultation with an individual qualified to appraise the damages or destroyed property.

25.3.2. To illustrate the calculation of the amount which would be paid under the formula stated above, the following example is given:

Example: Watch purchased in 1980 for \$100.00 damaged beyond repair in 1985. Jeweler states value of watch to have been \$60.00 immediately prior to being damaged. 1985 cost of new watch, same model, is \$120.00.

Replacement value \$120.00

Market value at
time of damage \$ 60.00

Difference \$ 60.00

County would pay market value (\$60.00),
plus half the difference (one-half of
\$60.00), or a total of \$90.00.

SECTION 26 AUTO MILEAGE AND OTHER EXPENSES

26.1. All employees covered by this Agreement who use their personal vehicle on official County business shall receive mileage reimbursement at the current IRS rate.

26.2. When the business related travel is required outside the County by the Sheriff or his authorized designee, employees covered by this Agreement will be reimbursed for properly receipted lodging, toll, parking, and meal expenses incurred while conducting County business. Within the County, employees will be reimbursed for meal expenses only when there is a specific business related meeting, training program or other unusual assignment when prior approval has been obtained from the Sheriff or his authorized designee.

SECTION 27
HEALTH INSURANCE/DISABILITY BENEFITS

27.1. Traditional Health Plan

27.1.1. For all full-time employees in the bargaining unit, the County will contribute ninety percent (90%) of the premium cost for individual medical coverage and individual dental coverage. The County shall also contribute sixty percent (60%) of the premium cost for dependent medical coverage and fifty percent (50%) of the premium cost for dependent dental coverage.

27.2. Health Maintenance Organization

27.2.1. The County shall offer each full-time employee and his/her dependents the option of participation in a health maintenance organization (HMO) in lieu of participation in the traditional health plan. The County will contribute the same dollar amount each month towards HMO coverage as towards the traditional health plan.

27.3. Cost Control Measures

27.3.1. Employees and their dependents shall not be eligible for double coverage at any time under the County's health insurance plans.

27.3.2. Each full-time employee eligible for participation in the health insurance plans may elect to refuse participation and provide for their own health insurance. Such election shall be on a standard form to be prescribed and distributed by the County Treasurer. The County will place \$25.00 in an account for each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15th of each year and upon termination of employment. In the event that the employee opts to return to participation in the County health insurance plans, he/she may do so only in accordance with the procedures established by the insurance carrier or HMO.

27.3.3. The County reserves the right to institute cost containment measures relative to insurance coverage. Such measures may include, but are not limited to, mandatory second opinions for surgery, pre-admission and continued admission review, prohibition on weekend hospital admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

27.3.4. The County reserves the right to change insurance carriers, or to self-insure, provided the level of benefits are substantially the same or better than those being realized at the time of change.

27.4. Disability Benefits

27.4.1. The County shall provide a disability insurance program. The County shall contribute one hundred percent (100%) of the cost of employees coverage of said disability plan.

27.4.2. The County reserves the right to change insurance carriers, or to self-insure, provided the level of benefits are substantially the same or better than those being realized at the time of change.

27.5. Section 125 Plan

27.5.1. The County will provide a plan in compliance with Section 125 of the Internal Revenue Code. The plan will provide for employees to make pre-tax payroll deductions for the purposes of premium conversion, health care reimbursement accounts and/or dependent care reimbursement accounts. The maximum amount of contributions to the health care reimbursement account and the dependent care reimbursement account shall be established by the County. If an employee has terminated County employment, they can only file for reimbursement through the plan, subject to the time limitations of the plan, for services received during their period of employment up to the amount deducted from their payroll during their period of employment that calendar year. Unclaimed contributions by terminated employees or by employees who did not file for reimbursement during the specified time period shall be used to pay the administrative costs of the plan. An employee who has terminated County employment for any reason and who has claimed more in reimbursement than they have contributed to that date shall be sent a request to reimburse said amount back to the County.

27.5.2. The County reserves the right to change plan administrators, or to self-administer the plan, to provide for the existing payroll deductions in compliance with Section 125 of the Internal Revenue Code.

SECTION 28
SALARIES - WAGES AND OTHER COMPENSATION

28.1. Definition - Regular Compensation Rate

The regular compensation rate is that reflected on the salary schedule included herein. Said regular compensation rate will not include any additional or premium compensation.

28.2. Definition - Premium Compensation Rate

Premium compensation is that compensation which is in addition to the employee's regular compensation rate as defined herein. Such compensation is, but is not limited to, overtime premium compensation, longevity payments, educational allowance, and shift differential.

28.2.1. PREMIUM COMPENSATION LIMITATION: Each type of compensation described in the Agreement shall be considered and computed separately. Premium compensation shall not be pyramided or compounded except as may be required for overtime pay in accordance with the provisions of the Fair Labor Standards Act.

28.3. Salaries and wages shall be paid as set forth in the salary schedule included herein.

28.4. Salary checks shall be issued bi-weekly and shall be made available to all full-time employees covered by this Agreement after 3:00 P.M. on Thursday.

28.5. Call back, holidays and overtime premium compensation shall be paid not later than the second paycheck issued after said compensation is earned.

SECTION 29 TERMINAL BENEFITS

29.1. General

29.1.1. An employee whose employment is terminated by resignation or retirement and who fails to give the Sheriff at least ten (10) working days notice shall forfeit all terminal benefits.

29.1.2. An employee whose employment is terminated by discharge for just cause or who resigns in lieu of dismissal shall forfeit all terminal benefits.

29.1.3. In the case of the death of an employee, their terminal benefits shall be paid to their estate unless said employee had previously designated on a form provided by the Sheriff that their terminal benefits be paid directly to a named beneficiary or beneficiaries. Said terminal benefits shall be paid no later than thirty (30) days after the employee's death.

29.1.4. Terminal benefits due shall be paid at the regular straight time hourly rate of compensation earned by the employee at the time of termination.

29.2. Vacation Payments

29.2.1. An employee who has completed at least one (1) year of continuous service and whose employment is terminated for any reason except discharge or resignation in lieu of dismissal shall receive compensation for unused vacation time plus the pro-rated vacation time for each full month worked since the employee's most recent anniversary date.

29.2.2. An employee who has not completed at least one (1) year of continuous service and whose employment is terminated for any reason shall not be eligible to receive any vacation benefits.

29.3. Holiday Payments

29.3.1. An employee whose employment is terminated for any reason shall receive compensation for holidays worked but not paid.

29.4. Sick Leave Payments

29.4.1. An employee who has completed at least ten (10) years of continuous service and who retires directly into or under the New York State Employees' Retirement System and who is eligible to receive a pension therefrom, shall receive compensation for all earned but unused sick leave up to a maximum of seventy-five (75) days. The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State Employees Retirement System accidental disability retirement.

29.4.2. An employee who has completed at least five (5) years of continuous service and whose employment is terminated by reason of resignation, death or layoff shall receive compensation for earned but unused sick leave in accordance with the following schedule:

<u>Completed years of Continued Service</u>	<u>Sick leave Days Paid</u>
After 5 years	10 days
After 6 years	12 days
After 7 years	14 days
After 8 years	16 days
After 9 years	18 days
After 10 years	20 days
After 11 years	22 days
After 12 years	24 days
After 13 years	26 days
After 14 years	28 days
After 15 years	30 days
After 16 years	32 days
After 17 years	34 days
After 18 years	36 days
After 19 years	38 days
After 20 years	40 days
After 21 years	42 days
After 22 years	44 days
After 23 years	46 days
After 24 years	48 days

After 25 years	50 days
After 26 years	52 days
After 27 years	54 days
After 28 years	56 days
After 29 years	58 days
After 30 years	60 days

29.5. Compensatory Time Payments

29.5.1. Upon termination of employment, an employee shall receive compensation for accrued but unused compensatory time.

SECTION 30
LONGEVITY PREMIUM

30.1. In addition to an employee's regular compensation rate, each employee covered by this Agreement shall receive longevity payments based upon their years of continuous service. For the purpose of this section, years of service shall be determined in accordance with Section 38.1 "Definition of Seniority".

30.2. Longevity payments will be made in equal installments each pay day in accordance with the appropriate schedule below.

30.2. (a) Employees covered by this Agreement, hired prior to January 1, 1986 shall receive longevity payments in accordance with the following schedule:

<u>Completed years of continuous full-time employment</u>	<u>Annual Longevity pay for full-time employees</u>
After 2 years	\$250.00
After 3 years	An Additional \$250.00
After 4 years	An Additional \$250.00
After 5 years	An Additional \$450.00
After 10 years	An Additional \$500.00
After 15 years	An Additional \$500.00

(b) Those employees covered by this Agreement hired on or after January 1, 1986 shall receive longevity payments in accordance with the following schedule:

<u>Completed years of continuous full-time employment</u>	<u>Annual Longevity pay for full-time employees</u>
After 5 years	\$350.00
After 10 years	An Additional \$400.00
After 15 years	An Additional \$450.00
After 20 years	An Additional \$500.00

SECTION 31 RETIREMENT BENEFIT

31.1. The County agrees to provide Section 552 of the New York State Retirement and Social Security Law subject to any employee contributions required by the New York State Retirement System in order to provide the Article 14-B 20 year retirement plan to all Retirement System members covered by this Agreement.

New employees covered by this Agreement shall be required to file the appropriate election form as soon as possible following employment in order to be added to the payroll.

SECTION 32 OUT-OF-TITLE PAY

32.1. Any full-time employee covered by this Agreement who is assigned to perform duties of a rank higher than his/her rank for a period of more than ten (10) working days, shall, commencing after said ten (10) working days, be paid the salary of said higher rank until such time as said employee is reassigned to the duties of his or her rank.

SECTION 33 POSTING OF VACANCIES

33.1. For purposes of this Agreement, a vacancy shall be defined as any regular payroll position for which a civil service eligible list does not exist.

Vacancies, including transfers and promotions, within the Sheriff's Department shall be posted on the Department bulletin board for at least ten (10) calendar days before being filled. The Sheriff and/or the County have the right to temporarily fill a vacancy pending compliance with posting provisions of this section. Existing full-time employees shall be given the first option for said positions based on seniority and qualifications.

33.2. The Sheriff/County agree that all appointments to bargaining unit positions above entry level will only be made from existing full-time personnel who have completed at least one (1) year of full-time continuous service in rank.

SECTION 34 PROBATIONARY PERIOD

34.1. The probationary period for all new and rehired employees of the Sheriff's Department shall be for a period of fifty-two (52) weeks. New employees serving their probationary period shall have the right of union representation for all purposes of this Agreement with the exception of discipline or discharge. During this probationary period such employee may be discharged, suspended, or demoted without recourse to the grievance procedure.

34.2. The probationary period for employees promoted to a higher position shall be for a period of four (4) to twelve (12) weeks as determined by the Sheriff. In the event of the promotion of an existing full-time employee, if it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the probationary period, then such employee shall be restored to his/her former position without recourse to the grievance procedure. This restoration shall not be considered to be a demotion.

34.3. The probationary periods will be administered in accordance with the provisions of the Madison County Civil Service Rules. The Sheriff shall provide each probationary employee a written notice specifying the duration of the probationary period.

SECTION 35 STANDBY

35.1. All full-time personnel placed on "standby" status by order of the Sheriff or Undersheriff shall be compensated at the rate of four (4) straight time hours of pay for each day or any part thereof while in such status. "Standby" is defined as restricting the employee to prompt return to full duty upon direction of the Sheriff or Undersheriff.

35.2. Any employee placed on "standby" status who is subsequently unavailable shall forfeit their standby pay.

SECTION 36 SAFETY SCREENS

36.1. The County agrees to install safety screens in all marked patrol vehicles.

SECTION 37
WORK SCHEDULE

37.1. The County agrees that the work schedule of the department shall be posted two (2) weeks in advance of the effective date, except in the event of an emergency.

SECTION 38
SENIORITY

38.1. Seniority Defined

Seniority means an employee's length of continuous full-time service since his/her original date of hire as adjusted by the subtraction of any unpaid leave time whether authorized or not. Seniority shall be departmental.

38.2. Seniority Acquisition

A full-time employee will acquire seniority after successfully completing the probationary period and such seniority will then date from the beginning of employment.

38.3. Seniority Loss

An employee shall forfeit all accrued seniority and, if reemployed subsequently, have only the status of a new employee, under any of the following conditions:

- A. When the employee resigns from employment with the Department and is not rehired within one (1) year from the effective date of resignation; or
- B. When the employee is discharged for just cause or resigns in lieu of dismissal; or
- C. When the employee retires; or
- D. When the employee fails to return at the expiration of an authorized leave of absence.

38.4. Seniority Restoration

An employee who resigns from employment with the Sheriff's Department or is laid off and who is rehired to work for the Sheriff's Department within one (1) year of resignation or lay off, shall have his/her accrued seniority restored. There shall be no accrual of seniority while the individual is absent from employment. An employee who is rehired within the provisions as described above shall have their original date of hire adjusted by the subtraction of any time not in the employment of the Sheriff's Department.

38.5. Seniority Application

38.5.1. Seniority will apply to layoff and recall.

38.5.2. Seniority and qualifications will apply to filling vacancies in accordance with the procedures set forth in Section 33 of this Agreement.

SECTION 39
RIGHT OF PRIVACY

39.1. Each employee shall be entitled to and furnished a locker for his/her personal use and such locker shall not be opened and inspected by department personnel except in the presence of the employee. Department personnel shall not search or inspect any of the personal belongings of the employee, including, but not limited to, brief cases, personal mail, packages, clothing owned by or assigned to an employee and automobiles except in the presence of the employee.

SECTION 40
EDUCATIONAL ALLOWANCE

40.1. Full-time employees who have completed at least one (1) year of continuous service and who possess an academic degree in the field of criminal justice, law enforcement, political science or a closely related field from a New York State registered or regionally accredited college or university, shall be eligible to receive the following annual payment:

Associate's Degree	-	\$375.00
Baccalaureate Degree	-	\$425.00
Master's Degree	-	\$475.00

Should the job specification and requirements for any position require degree credits, the educational allowance shall not be paid.

40.2. Said premium compensation shall be paid in equal installments each pay day commencing as soon as practicable after the employee submits satisfactory written proof of possession of the degree.

40.3. The Sheriff shall determine if the degree is job related and such determination shall not be subject to the grievance procedure specified in Section 9 of this Agreement.

SECTION 41
IN-SERVICE TRAINING AND
REQUIRED MEETINGS AND SEMINARS

41.1. Attendance required at any in-service training session, required meeting and/or seminar after or before regular work hours shall be compensated at time and one-half.

SECTION 42
SECONDARY EMPLOYMENT

42.1. Any member of this department covered by this Agreement may engage in extra work for another employer outside his/her regular hours of duty, provided that such extra work does not interfere or conflict with his/her regular duties as a member of this department or his/her availability for emergency duty, nor effect his/her physical condition to the extent that it impairs his/her ability to efficiently perform such duties, and further provided that the employee shall complete a notice of secondary employment to be filed with the Sheriff prior to starting the requested employment. The Sheriff shall have the right to obtain information as to the name of an employee's secondary employer, the employee's duties or job description and the number of hours worked for that employer. A secondary employer is responsible for providing appropriate liability and workers' compensation insurance for duties performed in their employ. The Sheriff/County are not responsible for any acts of the employee while working for the secondary employer. When an employee has another law enforcement agency as a secondary employer, the Sheriff may request written certification holding the County/Sheriff harmless for any acts of the employee while working for the secondary employer, and a certificate of insurance verifying appropriate liability and workers' compensation insurance shall be provided by the secondary employer to the Sheriff prior to the start of said employment, or said employment shall be prohibited. No other information as to secondary employment may be required by the employer.

SECTION 43
MILITARY SERVICE LEAVE

43.1. Any employee who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be entitled to his/her regular compensation for a period not exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any calendar year, provided such orders are substantiated. The employee shall provide to the Sheriff a copy of the employee's military orders at least two (2) weeks prior to going on such leave in the event of scheduled military duty or upon return to work in the event of emergency military duty.

SECTION 44
UNPAID LEAVES OF ABSENCE

44.1. Leave of Absence

A leave of absence without pay, not to exceed one (1) year, may be granted to a full-time permanent employee by the Sheriff, provided there is sufficient medical justification stipulated by written documentation of a physician, or sufficient personal reasons acceptable to the Sheriff. Such leaves may be extended by the approval of the Sheriff, however, in no instance shall leaves of absence for employees exceed two (2) years.

44.1.2. Family and Medical Leave Act (FMLA)

When a leave of absence is required for a qualifying event under the FMLA, the employee must comply with the County's policy and procedures on the FMLA.

44.2. Other Employment

A leave of absence for employment with other than the County of Madison may not be approved.

44.3. Application for Leave

Any request for a leave of absence shall be submitted in writing to the Sheriff at least four (4) weeks in advance of the desired starting date, where possible, on a standard form prescribed by the Sheriff. The request shall state the reason(s) the leave of absence is being requested and the length of time off the employee desires. The Sheriff shall furnish the employee with written notification of his decision as soon as practicable thereafter.

44.4. Return from Leave and Leave Rights

To be eligible for reinstatement from a leave of absence the employee must make application for reinstatement. Such application shall be in the form of a telephone call to the Sheriff at least two (2) weeks prior to the expiration date of the approved leave. If the employee is returning from a medical leave of absence, the employee must submit to the Sheriff a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement.

During a leave without pay, all benefits provided an employee shall be discontinued unless the employee assumes all costs. No longevity or seniority shall be earned during the unpaid leave period. No sick leave, vacation leave, or personal leave credits shall be earned. Upon expiration of the leave, the employee will be reinstated to the position he/she occupied at the time the leave was granted, and all benefits and credits previously earned and enjoyed will be reinstated.

44.5. Unauthorized Absence

When an employee is absent without leave, and without an explanation, for a period of five (5) work days, such absence shall be deemed to constitute a resignation on the date of commencement of such absence.

SECTION 45
HEALTH STANDARDS

45.1. In recognition that physical fitness is particularly important in the everyday performance of the duties of a Deputy Sheriff, it is mutually agreed by and between the County and the Association that an acceptable level of physical fitness shall be maintained by each Deputy Sheriff as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a two component health standards program shall be initiated as detailed below. Said program shall consist of (a) weight control and (b) periodic medical examinations.

45.2. Weight Control

45.2.1. The Official Weight Chart is set forth in Appendix B, attached hereto and made a part thereof.

45.2.2. Appendix B specifies the acceptable weight range, by height.

45.2.3. The maximum acceptable weight shall represent the maximum permissible weight.

45.2.4. Employees shall be weighed on or about January 1 each year. If an employee does not meet the requirements at the January weigh-in, they shall also be weighed on or about July 1. The Sheriff shall take disciplinary measures as a result of the January weigh-in, but not as a result of any July weigh-in.

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

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

45.2.7. Height is to be measured without shoes or headgear.

45.2.8. Employees shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1 of each year. Failure to do so shall be cause for disciplinary action by the Sheriff. Said disciplinary action may consist of either a written reprimand or a suspension without pay not to exceed three (3) work days. Imposition of discipline in accordance with this Section shall not be subject to the Grievance Procedure specified in Section 9 of this Agreement.

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

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

45.3. Periodic Medical Examinations (For All Covered Employees)

45.3.1. All employees covered by this Agreement shall be required to have complete medical examinations for the purpose of identifying correctable conditions and in accordance with any federal regulatory requirements. Medical examinations will be provided according to the following schedule, or more frequently if required by federal or state law, rule or regulation:

<u>Employee's Age</u>	<u>Frequency</u>
Less than 40	At least once every 5 years
40 and over	At least once every 3 years

The employees covered by this agreement shall be required to complete a medical questionnaire on an annual basis per federal regulatory requirements.

The complete medical examination shall include but not be limited to a basic evaluation of the following major body systems: cardiovascular, gastro-intestinal, genito-urinary, musculo-skeletal and respiratory.

45.3.2. The County/Sheriff shall select the physician and the County shall assume the full cost for conduct of said examination. At the employee's option, the employee may choose a qualified physician to conduct the required medical examination with the full cost assumed by the employee. It is the employee's responsibility to ensure that their medical reports be forwarded to the Madison County Personnel Department within thirty (30) days of employee examination. If the medical reports are not received within this timeframe, the employee must have a medical examination from the County-appointed physician at their own expense.

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

45.3.4. The results of said medical examinations and questionnaires are confidential. The results of said medical examinations and questionnaires shall be referred directly to the Madison County Personnel Department to ensure the required testing has been completed in accordance with federal and state regulations and for billing purposes. Then the results will be forwarded directly to the Sheriff for maintenance in the Sheriff's Department. The results shall not be used in a discriminatory manner.

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

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

SECTION 46 WORK RULES

46.1. The County may adopt, change or modify work rules for safe, orderly and efficient operation. Such work rules shall not modify this Agreement.

46.2. Employees shall comply with all work rules.

46.3. The County agrees to furnish each employee in the Association with a copy of all applicable written work rules. New employees shall be provided with a copy of the applicable work rules at the time of hire.

SECTION 47 EMPLOYEE ADDRESS AND TELEPHONE NUMBER

47.1. It shall be the responsibility of an employee to keep the Sheriff's Department informed of his/her current address and telephone number at his/her primary place of residence as well as temporary residences. A temporary residence shall be defined as a second or seasonal residence where a telephone is installed. The Sheriff/designee shall utilize said information to notify the employee of emergencies, changes in schedule, disciplinary actions, overtime assignments and other matters.

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

47.3. Employee telephone numbers that are unlisted shall be held in strict confidence by the employer and used for no other purpose than contact by the employer.

SECTION 48 LABOR-MANAGEMENT MEETINGS

48.1. Conferences between representatives of the employer and no more than three (3) representatives of the Association on important matters and methods of improving the relationship will be arranged between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Association shall suffer no loss of time or pay, should such meetings fall within their regular workhours.

SECTION 49 TUITION REIMBURSEMENT

49.1. Full-time employees covered by this Agreement who have satisfactorily completed one (1) year of service shall be eligible for reimbursement of tuition and fees for approved job-related coursework. Reimbursement will be made in accordance with the following schedule:

- Grade of A: 100% reimbursement
- Grade of B: 75% reimbursement
- Grade of C: 50% reimbursement

Reimbursement shall not exceed \$1,000 per employee per calendar year. A maximum of \$5,000 per fiscal year shall be available for all eligible bargaining unit members.

49.2. Tuition reimbursement shall be subject to the approval of the Personnel Officer. Coursework must be job-related or required for a formal job-related degree or to enhance promotional opportunity within the department. Each request for tuition reimbursement must be submitted in writing to the Personnel Officer at least four (4) weeks in advance of taking such coursework on a standard form prescribed and distributed by the Personnel Officer. The Personnel Officer shall provide written notification of approval/disapproval to the employee within ten (10) working days after receiving such request.

49.3. The County will reimburse the employee according to the above schedule within three (3) weeks, if possible, after the next scheduled Board of Supervisors meeting which occurs after the receipt of three (3) copies of the final grade.

49.4. Tuition reimbursement shall be limited to tuition, fees and book expenses. Such assistance shall be provided for a maximum of two courses per semester per employee.

49.5. Upon receipt of tuition reimbursement, the employee shall be expected to remain in County employment for at least one (1) year following course completion.

SECTION 50 GENERAL PROVISIONS

50.1. Savings Clause

This agreement and all provisions herein are subject to all applicable laws and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

50.2. PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT SECTION 204 (A)

IT IS UNDERSTOOD AND AGREED 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SECTION 51 EFFECTIVE DATE

51.1. The provisions of this Agreement shall take effect as of January 1, 2005 and shall extend through December 31, 2008. If a new agreement has not been reached prior to this expiration date, the provisions hereunder will be continued.

SECTION 52 SHIFT DIFFERENTIAL

52.1. A shift differential premium of thirty-five (35) cents per hour shall be paid to full-time employees for all hours worked when a majority of the employee's regularly scheduled shift hours occur between the hours of 4:00 p.m. and 12:00 a.m.. A shift differential premium of seventy cents (70) cents per hour shall be paid to full-time employees for all hours worked when fifty percent (50%) or more of the employee's regularly scheduled shift hours occur between the hours of 12:00 a.m. and 8:00 a.m.. This amount shall be added to Schedule A base salary and shall be considered part of the base salary when computing overtime premium.

SECTION 53
EMPLOYEE ASSISTANCE PROGRAM

53.1. The County and the Union agree upon the value of an effective employee assistance program to assist employees and immediate family members in finding help to resolve personal problems which may adversely affect work performance and/or an employee's physical or mental health. During the life of the contract the County will contribute \$2,500 per year for the EAP coordinator's salary and \$1,000 per year for EAP expenses.

SECTION 54
TARDINESS

54.1. Excessive tardiness results in a loss of productivity and increases the workloads of co-workers. Each employee shall therefore be held accountable and responsible for arriving at work early enough to begin work at his/her designated starting time. It is understood that excessive tardiness shall be just cause for disciplinary action.

54.2. Excessive tardiness shall be defined as two (2) or more occurrences of reporting late to work during any calendar month of employment beginning January 1, 1989. Penalties for excessive tardiness shall be as follows:

- First Offense - Verbal counseling
- Second Offense - Written reprimand
- Third Offense - Three (3) working day
suspension without pay
- Fourth Offense - Five (5) working day
suspension without pay
- Fifth Offense - Further disciplinary action
up to and including discharge.

54.3. If a period of one (1) year expires from the date of imposition of any level of discipline listed above, the employee shall be considered to have no violations of this Section of the Agreement. Imposition of discipline under this Section shall not be subject to arbitration under Section 9 - Grievance Procedure.

54.4. Referring tardy employees to the Employee Assistance Program is encouraged in an attempt to correct the employee's behavioral problem and eliminate the need for disciplinary measures.

54.5. Tardiness due to snow storms, natural disasters or other major calamities, if supported by reasons acceptable to the Sheriff, may be excused and will not be considered an occurrence of tardiness.

SECTION 55
NO USE OF TOBACCO

55.1. Employees shall not smoke, chew or use tobacco in any form in County buildings or County vehicles.

SECTION 56
PROCEDURE FOR THE ADMINISTRATION OF 207-C OF THE
GENERAL MUNICIPAL LAW FOR THE MADISON COUNTY
SHERIFF'S DEPARTMENT

Section 1. INTENT

In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, and the County of Madison, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c.

The term "deputy sheriff" as used herein, shall include all employees of the Madison County Sheriff's Department in the bargaining unit who are duly appointed to the title of Deputy Sheriff in accordance with Civil Service Law and Rule.

This procedure shall not be construed to limit or repel additional requirements imposed by statute.

If any provisions of this procedure shall be held invalid in whole or in part or inapplicable to any person or situation all other provisions thereof shall nevertheless remain fully effective and the application of any such provisions to other persons not similarly situated or other situations shall not be affected.

Section 2. NOTICE OF DISABILITY

(a) (i) A deputy sheriff who alleges to be injured in the performance of duties shall file with the Sheriff, or the Sheriff's designee, within five (5) calendar days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter "Application") which Application is appended to this procedure. All injuries incurred in the performance of duties must be reported regardless of whether the deputy sheriff lost time or received medical attention.

(ii) A deputy sheriff who alleges to be taken sick as a result of the performance of duties shall file with the Sheriff, or the Sheriff's designee, within 20 calendar days of discovery of such sickness, the Application.

(iii) In the event of a personal inability to file the Application, such Application may be filed by another acting on behalf of such deputy sheriff.

- (b) **RECURRENCE:** In the event of a recurrence of an injury or sickness, as detailed above, the deputy sheriff must detail which injury or sickness gave rise to the recurrence and provide the date of the initial injury or illness. In addition, the deputy sheriff must provide any verifying medical report detailing the recurrence. However, a deputy sheriff claiming a recurrence within the first four (4) consecutive months from the date of return to full duty, will not need to provide additional verifying medical report(s).

In the event further medical verification is deemed necessary, the deputy sheriff will submit to a medical examination as directed by the Sheriff, or the Sheriff's designee, and as detailed in this procedure, including those detailed in Section 4 and 5, below.

- (c) Failure to follow the notice requirements contained in this Section will not serve to forfeit a deputy sheriff's right to file a claim pursuant to General Municipal Law 207-c so long as the County is in no way prejudiced by the failure to give timely notice.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

- (a) In the event a deputy sheriff asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for the benefits of Section 207-c.
- (b) In the case of any employee who has no sick leave time accrued to his/her credit, the County will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the County in time or money for the sick leave time advanced.
- (c) In the event that an employee is found to be eligible for 207-c benefits, the employee will have all used sick leave credits restored.

Section 4. BENEFIT DETERMINATIONS

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

- (a) The Sheriff, or the Sheriff's designee, shall receive the application for the benefits and make a determination as to whether the applicant is entitled to benefits pursuant to Section 207-c of the General Municipal Law and this procedure. Should the Sheriff, or the Sheriff's designee,

determine that the deputy sheriff was injured in the performance of duty or that the deputy sheriff was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Sheriff, or the Sheriff's designee, shall, pursuant to Section 207-c, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the County, through the health insurance provided to the deputy sheriff, will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. (It is understood that any amounts not otherwise covered by the health insurance carrier will be paid or reimbursed, as necessary, by the County.) A written notice of such determination by the Sheriff, or the Sheriff's designee, shall be provided to the deputy sheriff, placed in the deputy sheriff's personnel file and provided to the County Treasurer.

- (b) The payment of full salary or wages may be discontinued as expressly provided by Section 207-c. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of a deputy sheriff or other information raises a question as to whether a disability may have ceased or whether the extent of disability may have diminished so as to permit a light duty assignment, as the case may be.
- (c) In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:
 - (i) The Sheriff, or the Sheriff's designee, shall promptly inquire into the fact(s) surrounding the matter at issue. A deputy sheriff may be required to submit to a medical examination to determine the existence of a disability or illness and its extent. Additional examinations upon request or referral by the physician chosen by the County may be required. To resolve a question of initial or continued eligibility for the benefits, the Sheriff, or the Sheriff's designee, shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the deputy sheriff. A deputy sheriff or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Sheriff, or the Sheriff's designee, shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and at reasonable notice, require the attendance of the deputy sheriff or any witness to an incident to secure information; may require the deputy sheriff to sign a release or waiver for information of his/her related medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure (including, but not limited to, requiring the deputy sheriff to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness).

All medical examinations directed by the Sheriff or his designee pursuant to this Section shall be at the expense of the Employer.

(ii) The Sheriff, or Sheriff's designee, shall make a determination as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. A deputy sheriff shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of a deputy sheriff or his/her representative, a copy of any document used by the Sheriff, or the Sheriff's designee, to determine initial or continued eligibility for any benefits afforded by Section 207-c shall be made available. In the event a deputy sheriff is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

(d) Any determination made pursuant to this Section 4, shall be rendered within fifteen (15) working days.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Sheriff's Department, acting through the Sheriff, or the Sheriff's designee, may assign a disabled deputy sheriff specified light duties, consistent with his/her status as a deputy sheriff. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the deputy sheriff receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a deputy sheriff may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the deputy sheriff, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled deputy sheriff to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the deputy sheriff's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the deputy sheriff refuses to perform the designated light duty assignment, his/her 207-c benefits shall be discontinued. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below.

Nothing contained in this Section 5 shall require the Department to create light duty assignments.

Section 6. APPEAL OF ADVERSE FINAL DETERMINATIONS

In the event that a deputy sheriff disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she within fifteen (15) calendar days of the receipt of the determination, shall present to the Sheriff, a written Demand for Arbitration. The Employer and deputy sheriff or his/her representative will meet within five

(5) business days to mutually select an arbitrator from a closed panel consisting of Thomas Rinaldo, Sheila Cole and Jeffrey Selchick or other arbitrator mutually selected by the parties. The arbitrator selected shall be on a rotating basis or first available. The Arbitrator will be bound by the determination of the Sheriff unless he finds that the Sheriff's determination is not supported by a preponderance of the evidence. The decision of the Arbitrator shall be final and binding. The arbitrator's fee shall be shared equally by and between the parties.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of a deputy sheriff's disability, may be noticed by, but shall not be controlling upon the Arbitrator.

In the event both parties so request, the Arbitrator shall convene an expedited hearing to resolve any outstanding matters.

Section 7.

With respect to the provisions of this procedure, any deputy sheriff who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to Section 6, above.

Section 8.

In the event the Sheriff, or his designee, deems it in the best interests of the parties, it may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of Section 63 of the New York State Retirement and Social Security Law. Section 7, above, applies likewise to such Department action. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

Section 9.

CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-c, or for a period of three months or less or upon the deputy sheriff being assigned to specific light duties (pursuant to Section 5 above), the deputy sheriff shall be entitled to all contractually negotiated benefits. A deputy sheriff who remains on a 207-c leave for longer than a three month period shall be entitled to the payment of wages, longevity and medical insurance for the period of leave in excess of three months.

SECTION 57 REHIRED EMPLOYEES

57.1. Those employees who voluntarily leave the employment of Madison County and who are rehired to work for the County within one (1) year of termination, shall have their accrued seniority restored. There shall be no accrual of seniority while the individual is absent from County employment. An employee who is rehired within the provisions as described above shall

have their original date of hire adjusted by the subtraction of any time not in the employment of the County. For example, if an employee had an original hire date of January 1, 1975, and left County employment on January 1, 1996, and was subsequently rehired by the County on July 1, 1996, the Employee's adjusted hire date would be July 1, 1975 for purposes as they relate to the collective bargaining agreement only.

57.2. An employee shall forfeit all accrued seniority and have only the status of a new employee if he/she is not rehired in any County department within one (1) year from the date of separation.

57.3. An employee rehired under the provisions as described above will begin accruing personal leave, sick leave and vacation leave as if they were a newly hired employee. Prior seniority will not be credited towards the accrual of leave time, nor used for the purposes of promotion.

SECTION 58 REIMBURSEMENT OF CRIMINAL DEFENSE COSTS

58.1. The County of Madison, subject to those conditions set forth below, shall reimburse an employee for reasonable and necessary attorney's fees, disbursements and litigation expenses as are actually incurred by that employee for the defense of a criminal prosecution brought against such employee in state or federal court and as arises out of that employee's alleged acts or omissions to act while such employee was actually engaged in the good faith performance and legitimate scope and course of such employee's employment with the County of Madison. There shall be no right or entitlement to reimbursement of defense costs for a criminal prosecution founded upon alleged acts or omissions to act of such employee while that employee was off-duty or otherwise outside of his/her actual, normal and customary employment with the County of Madison. Further, there shall be no right or entitlement of an employee to seek reimbursement for the defense of any action arising by reason of the intentional wrongdoing of such employee. An employee shall be entitled and will retain private counsel of choice in defense of any criminal prosecution. The County of Madison's obligation to reimburse the employee for reasonable attorney's fees, disbursements and litigation expenses necessarily so incurred shall only arise upon that employee's full and complete acquittal of all charges brought through a finding on the merits as actually determines/decides the innocence of such employee. Criminal prosecutions terminating by dispositions in the nature of: convictions; plea reductions or bargains; conditional discharges; adjournments in contemplation of dismissal; dismissals for failure to prosecute; dismissals on speedy trial grounds; dismissals in the interests of justice; and other like grounded dispositions as do not constitute a complete acquittal on the merits determining the innocence of the employee shall not qualify for reimbursement by the County of Madison. The County of Madison is only obligated to reimburse attorney's fees at those reasonable and customary hourly fee rates as are customarily prevailing in the general geographic area encompassing the County of Madison for the defense of like-kind criminal proceedings at the time of the prosecution at issue.

In order to seek and/or qualify for reimbursement, the employee must be actively employed with the County of Madison at the time of acquittal, at the time that actual payment is sought, and at the time that actual payment is made. A request for reimbursement of attorney's fees, disbursements and litigation costs shall be submitted, in writing, by the employee and/or the attorney therefore, via certified mail-return receipt requested, to: "Madison County Department of Law, P.O. Box 656, Wampsville, New York 13163 - Attention: County Attorney." This request must be submitted within thirty (30) calendar days following actual acquittal. The request must be accompanied by a court certified copy of the judgment, finding or decision of acquittal. The County Attorney shall be entitled to receive full and complete particulars and detail regarding such disposition/acquittal and all services, fees, charges, disbursements, costs, expenditures and expenses for which reimbursement is requested and in such manner and form as the County Attorney shall so require. All requests for reimbursement are subject to the approval of the County Attorney prior to submission for actual payment of same by the County of Madison.

58.2. The County of Madison's obligation to reimburse an employee for the costs of the successful defense of criminal court proceedings, as more fully detailed within the preceding paragraph, is expressly and strictly conditioned upon the following:

a.) The employee shall personally deliver to the Madison County Attorney, within five (5) calendar days of the employee's first receipt thereof, a true, complete and legible copy of any appearance ticket, ticket, citation, summons, information, indictment, accusatory instrument and/or other criminal legal process of any nature whatsoever as received by said employee and for which proceedings said employee may or will seek reimbursement of defense costs; and

b.) The employee shall advise the Madison County Attorney, in writing by certified mail-return receipt requested, of the name, mailing address and telephone number of the attorney retained by such employee in defense of any criminal proceeding for which said employee may or will seek reimbursement of the cost of defense. That information shall be supplied, in writing, by the employee to the Madison County Attorney within five (5) calendar days of the employee's first retainer of such attorney. At that same time, the employee shall further provide the Madison County Attorney with a true copy of the retainer/legal representation agreement entered into between such employee and defense attorney and as details the agreed-upon and full terms for the compensation of such attorney/defense counsel. A written retainer/legal representation agreement is a prerequisite for an employee's request for reimbursement. The receipt of such retainer/legal representation agreement by the County Attorney notwithstanding, the County of Madison shall be under no duty to accept same for reimbursement pursuant to the terms thereof or to give notice as to the acceptability or unacceptability of same. The County of Madison's obligation for payment is expressly limited to the payment of reasonable, necessary and customarily prevailing hourly fee rates as more fully set forth and discussed within paragraph 58.1. above. The provision of such a retainer/legal representation agreement is in no manner to be deemed or construed as an agreement on the part of the County of Madison to make or issue reimbursement/payment in accordance therewith; and

c.) The employee and any retained legal counsel therefore shall, upon request, afford the County of Madison and its representatives full, timely and complete cooperation on all matters in any manner related and/or relevant to the occurrences, circumstances, facts and issues in dispute within such criminal proceedings and/or the request for reimbursement. Such employee is required to promptly respond to all requests and inquiries made by the County of Madison and is required to timely appear for all interviews, hearings, conferences or examinations as may be requested and/or required by the County of Madison or its representatives; and

d.) The employee and any retained attorney therefore shall timely and fully respond to all inquiries, requests and demands for information or documentation made thereupon by or on behalf of the County of Madison in regard to any and all involved and relevant matters, circumstances, occurrences, issues, criminal proceedings and/or the request for reimbursement; and

e.) In the event the employee and/or the retained attorney therefore fail to cooperate, without justifiable excuse, with the County of Madison, then the County shall be relieved, in full, of all obligation for the reimbursement otherwise discussed herein.

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

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

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

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

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

58.4. Any dispute arising under this Section shall be submitted to arbitration pursuant to Section 9.5.4. of this Agreement. A demand for arbitration must be served upon the Personnel Officer within twenty (20) calendar days of an alleged violation, misinterpretation, or inequitable application of the expressed terms of this Section.

SECTION 59
REIMBURSEMENT OF TRAINING COSTS

59.1. When the County is required to provide the basic training course in accordance with Municipal Police Training Council standards for an employee in the bargaining unit, and such employee voluntarily separates from employment with the Madison County Sheriff's Department within twenty-four (24) months of the date of completion of the basic training course, and is subsequently employed in another full-time law enforcement position, the separating employee shall, upon demand, reimburse the County for all training costs incurred by the County as a result of the employee attending said training. Reimbursement shall be made in accordance with the requirements outlined below.

59.2. Voluntary Separation: For purposes of this Section, a voluntary separation shall include a provoked discharge which is hereby defined to be a discharge occasioned by a deliberate or willful act motivated by an intention to avoid the reimbursement obligation under the terms of this Section. Voluntary separation shall not include separation as a result of a permanent disability, that is, any physical or mental impairment which renders the employee permanently and totally unable to perform the duties of a Deputy Sheriff.

59.3. For the purposes of this section, training costs shall include the cost of travel, lodging, meals, books, tuition, and special uniforms required during the training course.

59.4. Reimbursement Procedures: When reimbursement is due the County under this Section, the Sheriff shall within 30 calendar days of the effective date of the employee's separation present the individual with a demand for payment of all monies due and owing the County in accordance with the schedule below. Said demand for payment shall be supported by copies of documents providing proof of payment by the County.

<u>Length of Employment after completion of the basic training</u>	<u>Reimbursement of training costs</u>
0 to 6 months	100%
over 6 to 12 months	75%
over 12 to 18 months	50%
over 18 to 24 months	25%
over 24 months	-0-

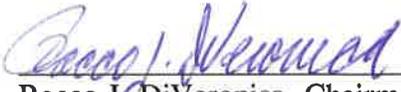
Reimbursement of these costs may be made to the County in either a lump sum or in equal monthly installments over a period equal to the remaining months in the twenty-four (24) month period.

59.5. Litigation Costs: Should it be necessary for the County to initiate litigation in order to secure reimbursement under this Section, the individual responsible for making reimbursement shall, in addition, reimburse the County for any and all legal expenses the County incurs as a result of such litigation.

59.6. This Section shall apply to bargaining unit members hired on or after the ratification of this Agreement by both parties.

SIGNED BY EMPLOYER AND ASSOCIATION

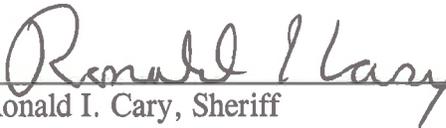
FOR THE COUNTY:



Rocco J. DiVeronica, Chairman
Board of Supervisors



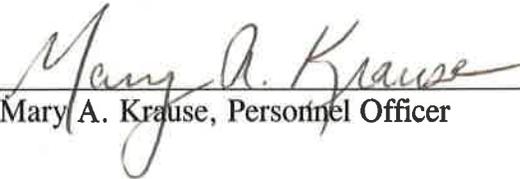
Date



Ronald I. Cary, Sheriff



Date



Mary A. Krause, Personnel Officer



Date

FOR THE ASSOCIATION:



Patrick Wrafter, President



Date

SCHEDULE A
REGULAR COMPENSATION

2005 - 2008 Wage Increases

Effective January 1, 2005, the 2005 hire rate and the step 5 rate shall increase three and one-half percent (3.5%). The differential between steps shall be maintained as noted below.

Effective January 1, 2006, the 2006 hire rate and the step 5 rate shall increase three and one-half percent (3.5%). The differential between steps shall be maintained as noted below.

Effective January 1, 2007, the 2007 hire rate and the step 5 rate shall increase three and one-half percent (3.5%). The differential between steps shall be maintained as noted below.

Effective January 1, 2008, the 2008 hire rate and the step 5 rate shall increase three and one-half percent (3.5%). The differential between steps shall be maintained as noted below.

2005 - 2008 Step Movement - Deputy Sheriff

Step Movement during the period, 2005 - 2008, shall occur as follows:

- (A) An employee hired in the title of Deputy Sheriff who has not completed the basic academy in accordance with Municipal Police Training Council (MPTC) standards shall receive the Hire Rate (HR).
- (B) An employee hired in the title of Deputy Sheriff who has successfully completed the basic training academy in accordance with MPTC standards or when an employee successfully completes said basic training academy, they shall receive the MPTC rate. The MPTC rate is the Hire Rate plus \$1.00 per hour.
- (C) Upon the successful completion of field training in the Madison County Sheriff's Department, an employee in the title of Deputy Sheriff shall receive the Field Training (FT) rate. The FT rate is the MPTC rate plus seventy-five cents (.75) per hour.
- (D) A full-time employee with at least one year of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the step 1 rate. The step 1 rate is two and one-half percent (2.5%) more than the FT rate.

- (E) A full-time employee with at least two (2) years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the step 2 rate. The step 2 rate is three percent (3%) more than the step 1 rate.
- (F) A full-time employee with at least three (3) years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the step 3 rate. The step 3 rate is two percent (2%) more than the step 2 rate.
- (G) A full-time employee with at least four (4) years of continuous permanent service in the title of Deputy Sheriff following the date that the employee achieved the FT rate shall receive the step 4 Rate. The step 4 rate is two percent (2%) more than the step 3 rate.
- (H) A full-time employee with at least five (5) years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the step 5 Rate.

2005 - 2008 Step Movement - Higher Level Titles

For the titles of Court Security Officer, Sergeant and Lieutenant, an employee moves from the Hire Rate to the Job Rate listed in Schedule A upon the successful completion of the probationary period in accordance with Section 33.2.

The Job Rate for Court Security Officer and Sergeant shall be one dollar (\$1.00) per hour more than the top step for Deputy Sheriff. The Hire Rates for these titles shall be thirty cents (.30) less than the Job Rate.

The Job Rate for Lieutenant shall be one dollar (\$1.00) per hour more than the Job Rate for Sergeant. The Hire Rate for this title shall be thirty cents (.30) less than the Job Rate.

Transfers and Reinstatements

In the case of a lateral transfer or reinstatement the employee shall receive the MPTC rate upon hire. Upon the completion of field training, said employee shall be credited for each year of full time paid experience following the completion of basic academy in the title of Deputy Sheriff or Police Officer, and he/she shall be placed on the corresponding step rate up to the step 5 Rate.

2005 RATES

DS	<u>HR</u> 16.29	<u>MPTC</u> 17.29	<u>FT</u> 18.04	<u>1</u> 18.49	<u>2</u> 19.04	<u>3</u> 19.42	<u>4</u> 19.81	<u>5</u> 20.18
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CSO	<u>HR</u> 20.88	<u>JR</u> 21.18
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SGT	20.88	21.18
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LT	21.88	22.18
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2006 RATES

DS	<u>HR</u> 16.86	<u>MPTC</u> 17.86	<u>FT</u> 18.61	<u>1</u> 19.08	<u>2</u> 19.65	<u>3</u> 20.04	<u>4</u> 20.44	<u>5</u> 20.89
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CSO	<u>HR</u> 21.59	<u>JR</u> 21.89
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SGT	21.59	21.89
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LT	22.59	22.89
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2007 RATES

DS	<u>HR</u> 17.45	<u>MPTC</u> 18.45	<u>FT</u> 19.20	<u>1</u> 19.68	<u>2</u> 20.27	<u>3</u> 20.68	<u>4</u> 21.09	<u>5</u> 21.62
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CSO	<u>HR</u> 22.32	<u>JR</u> 22.62
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SGT	22.32	22.62
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LT	23.32	23.62
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2008 RATES

DS	<u>HR</u> 18.06	<u>MPTC</u> 19.06	<u>FT</u> 19.81	<u>1</u> 20.31	<u>2</u> 20.92	<u>3</u> 21.34	<u>4</u> 21.77	<u>5</u> 22.38
CSO	<u>HR</u> 23.08	<u>JR</u> 23.38						
SGT	23.08	23.38						
LT	24.08	24.38						

APPENDIX A

THE FOLLOWING PERSONNEL SHALL BE CONSIDERED EXISTING PERSONNEL UNDER THE TERMS OF THIS AGREEMENT:

1. William McMaster-----08/12/74
2. Mark McLean-----08/19/77
3. Eric Howard-----06/09/78
4. Donald Bikowsky-----01/13/82

APPENDIX B

MADISON COUNTY SHERIFF'S DEPARTMENT
OFFICIAL WEIGHT CHART

MALES

<u>HEIGHT</u>	<u>MINIMUM ACCEPTABLE WEIGHT</u>	<u>MAXIMUM ACCEPTABLE WEIGHT</u>
5 ft. 2 in.	113	172
3	114	175
4	116	179
5	118	183
6	120	188
7	121	192
8	123	197
9	125	201
10	127	206
11	128	210
6 ft. 0 in.	131	215
1	134	219
2	136	225
3	139	230
4	143	236

FEMALES

<u>HEIGHT</u>	<u>MINIMUM ACCEPTABLE WEIGHT</u>	<u>MAXIMUM ACCEPTABLE WEIGHT</u>
4 ft. 10 in.	90	151
11	91	154
5 ft. 0 in.	92	157
1	93	161
2	95	164
3	98	169
4	100	173
5	103	178
6	106	182
7	108	187
8	111	191
9	114	194
10	116	198
11	119	201
6 ft. 0 in.	121	204

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

APPENDIX C

MADISON COUNTY SHERIFF'S DEPARTMENT

General Municipal Law Section 207-c
Application

1. _____
Name of Officer

2. _____
Address

3. _____
Telephone number

4. _____
Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____
Date of incident

10. _____
Day of week

11. _____
Time

12.a. _____
Name of witness(es)

b. _____

c. _____

13.a. _____
(Names of co-employees at the incident site)

b. _____

c. _____

14. Describe what the Officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary). _____

17. When was the incident first reported? _____

To whom? _____ Time _____

Witness (if any) _____

18. Was first aid or medical treatment authorized? _____

By whom? _____ Time _____

19. Name and address of attending physician _____

20. Name of hospital _____

21. State nature of injury and part or parts of body affected _____

22. Will the Officer be returning to duty? _____

When? _____

Date of report

_____, New York _____
Signature of Officer

State of New York)
County of Madison) SS:
)

_____, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes it to be true; and false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this _____ day of _____, 20____

Notary Public/Commissioner of Deeds

Medical Release

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the County of Madison, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my past or present physical condition and treatment rendered therefore.

Signature of Officer

Printed name of Officer

Date

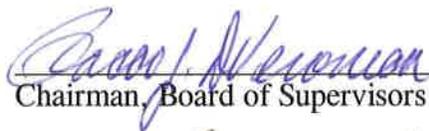
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MADISON
AND
THE MADISON COUNTY DEPUTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION

The County of Madison ("County") and the Madison County Deputy Sheriff's Police Benevolent Association ("Association") do hereby agree to the following provisions pertaining to the Madison County Health Insurance Program ("Program").

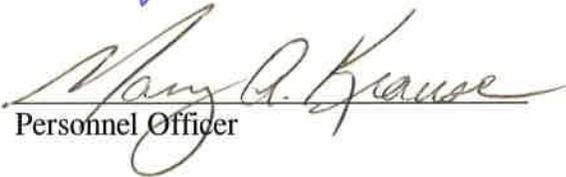
1. The labor/management Health Insurance Task Force shall meet at the request of the County or any bargaining unit within the County. The Personnel Officer shall be responsible for scheduling the meeting and notifying all parties.
2. The Task Force shall review cost containment data and make recommendations concerning methods for continued cost control.
3. The County agrees to commit adequate human resources for the purpose of explaining and administering Program activities for members of the Association.
4. The County and the Association intend to work cooperatively and in good faith concerning matters and efforts on health care cost containment.

FOR THE COUNTY:

FOR THE ASSOCIATION:


Chairman, Board of Supervisors


Association President


Personnel Officer

Date: