AGREEMENT

by and between the

COUNTY OF MADISON

and

TEAMSTERS LOCAL 294

January 1, 2015 – December 31, 2018

PREAMBLE

The County of Madison, the Sheriff (hereafter referred to as the "County"), and Teamsters Local 294 (hereinafter referred to as the "Union"), declare it to be their mutual policy to promote and maintain a harmonious and cooperative relationship between the County and its employees in order to protect the public by assuring at all times, the orderly and uninterrupted operation and function of government.

The County and the Union recognize the common interest in the public service of Madison County beyond their collective bargaining relationship and pledge to strive together to insure the highest quality of service to the people of Madison County, and it is with these goals in mind that they entered into this collective agreement.

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ARTICLE 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.

ARTICLE 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, political affiliation or belief, sexual orientation, or military status.

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.

ARTICLE 3
AGREEMENT SCOPE

3.1. This Agreement constitutes the entire Agreement between the County and the Union. 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.

ARTICLE 4
RECOGNITION

4.1. Unit Definition

The Sheriff and the County hereby recognize the Union as the exclusive representative for all permanent, full-time employees employed in the civil service classifications of Corrections Officer, Corrections Corporal or Corrections Sergeant.

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 Corrections Captain and Corrections Lieutenant, 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.

ARTICLE 5
NO STRIKE PLEDGE

5.1. The Union 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.

ARTICLE 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 Union policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions(s). The County shall remit such monies monthly to: Teamsters Local Union 294, 890 Third Street, Albany, NY 12206, with the exception of authorized deductions for the Credit Union which will be sent to the Credit Union Office.

6.2. The Union 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 Article.

ARTICLE 7
UNION BUSINESS

7.1. Time Off for Union Business

The Union may designate up to three (3) Union stewards to attend conventions, conferences and Union matters up to a maximum of 168 total hours per year with pay. The names of the Union stewards shall be certified in writing to the Sheriff and Personnel Officer annually and upon any change. A request for Union leave shall be submitted, when possible, to the Sheriff at least five (5) business days in advance of the leave. All requests must be approved by the Sheriff.

7.2. Bulletin Boards

The Union 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

Union. The Union shall also have the right to locate one (1) file cabinet for records in a mutually agreed upon space.

7.3. Business Agent

The Union business agent 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 Union may designate up to 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.

ARTICLE 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.

ARTICLE 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 Union or the employee(s) it represents in the negotiating unit, filing a grievance.

Supervisor shall mean the employee serving in the classification of Corrections 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 Union 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 supervisor on an informal and oral basis within ten (10) working days of the alleged violation. The employee and the supervisor will discuss and attempt to resolve the grievance. In the event the Corrections Captain is unavailable then the time limits will remain on hold pending the return and availability of the Corrections Captain.

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 ten (10) 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 Union's President to discuss and review the allegations, within ten (10) working days.

C. Within ten (10) working days of the meeting with the Sheriff, the Sheriff must respond in writing to the aggrieved employee(s) with a copy to the President of the Union 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 Union may submit within ten (10) working days from the Sheriff's response, a formal written grievance to the County Personnel Officer with a copy to the Sheriff. If the complaint involves the Union 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 Union's President to discuss and review the allegations, within ten (10) 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 Union's President.

9.5.4. Stage 4- Arbitration

A. If settlement is not reached at Stage 3, the Union and only the Union 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 Union will select the Arbitrator by mutual agreement, from lists submitted to them by the American Arbitration Association and arbitration will be conducted in accordance with the then current Voluntary Rules of the American Arbitration Association. 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 Union 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. The costs of the services of the arbitrator, including expenses if any, will be borne equally by the County and the Union.

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

ARTICLE 10
JOB SECURITY/LAYOFF AND RECALL

10.1.1. 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 Union 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 Union. 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.

ARTICLE 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 Union may submit a grievance at the Stage 3 level of the grievance procedure as specified in Article 9 of the Agreement. Failure to submit a request for a 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 Union and the matter will be settled in its entirety. Subject to a mutual written agreement between the Union 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 a Union representative and/or Union 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 limitations for prosecution of the crime shall govern insofar as commencement of disciplinary proceedings hereunder are concerned.

ARTICLE 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 a workweek.

12.2.1 The Sheriff/designee shall have the authority to adjust the work schedule of an employee for business necessity. Such adjustment shall provide the employee with minimum of two weeks' notice, except in the event of an emergency. In rare circumstance, an employee may be placed on a schedule that temporarily provides them with pass days that are not consecutive. These temporary adjustments will only take place for business necessity. Such necessities shall only include voluntary training requirements/opportunities, promotion and/or shift bid/pass day alterations.

ARTICLE 13
OVERTIME PREMIUM

13.1. Overtime Premium Pay

13.1.1. Employees covered by this Agreement shall be paid one and one-half (1- ½) 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 forty (40) hours in a 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. Up to eight (8) hours of compensatory time, holiday time, personal leave or vacation shall be considered as time worked for the purposes of determining eligibility for overtime premium pay. Sick leave 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 ½) times all authorized hours worked in excess of forty (40) hours in a workweek. Compensatory time off shall not be combined with overtime pay in any pay period except when an employee reaches the maximum compensatory time accumulation in 13.2.4. below.

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 New employees may not earn more than twenty-four (24) total hours of compensatory time while on probation.

Employees hired before October 13, 2015, that have completed probation, may not bank more than sixty (60) total hours of compensatory time at any given time. This maximum accumulation of sixty (60) hours shall apply to all compensatory time off earned under the terms of this Agreement.

Employees hired after October 13, 2015, that have completed probation, may not bank more than sixty (60) total hours of compensatory time at any given time and may not earn more than one-hundred sixty (160) compensatory hours in a calendar year. These maximum accumulations shall apply to all compensatory time off earned under the terms of this agreement.

13.2.5 Starting on December 31, 2016, accrued compensatory time shall be cashed out on an annual basis. Compensatory time accrued as of December 31st of the previous year shall be paid at the hourly rate in effect on said December 31st. A check will be issued in the month of January for the previous year.

13.3. Overtime Equalization

13.3.1. The Administrative Order on the equalization of overtime opportunities is found in Appendix A. Either party may request a labor-management meeting to meet and confer on the details of this administrative order.

ARTICLE 14
CANCER SCREENING LEAVE

14.1. Each full-time employee shall be granted up to four (4) hours of paid leave each calendar year for the purposes of their own breast cancer screening and/or up to four (4) hours of additional paid leave for their own prostate cancer screening in accordance with New York State Law. Written documentation from a health care provider may be requested by the department/designee to verify the leave.

ARTICLE 15
HOLIDAYS

15.1. Holidays Enumerated

Employees shall receive eleven (11) paid holidays during the year. The following holidays shall be observed:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
	Floating Holiday

15.2. Holiday Observance

The County Personnel Officer shall notify the Union 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 Union before the beginning of each calendar year. In the event of a legal change of the date celebrating a holiday, the Union will be notified of such change as soon as possible.

15.3. Holiday Pay

15.3.1. Employees who do not work on the other holidays enumerated in Article 15.1, as applicable shall receive holiday pay computed at their regular straight time hourly rate for the number of hours for which they are normally scheduled to work.

15.3.2. Employees who are scheduled to work a holiday as part of their normal work week and who would like to take a holiday off must request to do so in writing at least seventy-two (72) hours in advance of the holiday. The Sheriff/designee shall have the right to deny such requests for the holiday off based on the operational requirements of the department as determined by the Sheriff/designee. An employee must have at least two (2) years of permanent full-time status before being eligible to make such requests for time off.

15.3.3. In the event an employee is required to work on one of the holidays listed below, that employee shall receive holiday pay computed at the rate of two (2) times their regular straight time hourly rate of pay for the hours worked in their normal work day.

Dr. Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans' Day

15.3.4. In the event an employee is required to work on one of the holidays listed below, that employee shall receive holiday pay computed at the rate of two and one-half (2 ½) times their regular rate of pay for the hours worked in their normal work day:

Memorial Day
Independence Day
Labor Day

15.3.5. In the event an employee is required to work on one of the holidays listed below, that employee shall receive holiday compensation for all hours worked at the rate of two and one-half (2 ½) times straight pay, or at the employee's option, he/she shall accrue equivalent compensatory time off:

New Year's Day
Thanksgiving Day
Christmas Day

15.3.6. In the event an employee works hours in excess of their normal work day on holidays listed in Sections 15.3.3. and 15.3.4., they shall receive holiday pay computed at the rate in each respective section for those hours, or at the employee's option; he/she shall accrue equivalent compensatory time off for the hours in excess of the normal work day.

15.3.7. Compensatory time off earned under this Article shall be subject to the maximum accumulation specified in Article 13.2.4, and must be utilized in accordance with the requirements of Articles 13.2.2 and 13.2.3.

15.4. Holiday Eligibility Requirement

In order to be eligible for holiday pay as defined in this Article, 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. An employee who calls in sick on a holiday shall forfeit their holiday pay and only have access to their sick leave accruals unless they produce a physician's statement upon their return to work.

15.5. Definition of Authorized Leave

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

15.6. Floating Holiday

15.6.1. Prior to utilizing the floating holiday, an employee covered by this Agreement must have been continuously employed for at least six (6) months. In order to utilize the floating holiday, an employee must notify the Sheriff/designee in writing at least ten (10) working days in advance of the requested date. A floating holiday shall not be unduly denied; however, the Sheriff/designee shall have the right to limit the number of employees utilizing the floating holiday according to work requirements.

15.6.2. A new employee hired in June of a calendar year shall have until January 31 of the following year to utilize their floating holiday; however, in no event shall floating holidays be approved for consecutive working days.

15.6.3. Pay for the floating holiday shall be computed at the regular straight time hourly rate of pay for the number of hours for which the employee is normally scheduled to work.

ARTICLE 16
VACATIONS

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

Completed Years of Continuous Employment	Days Per Year
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

16.2. Vacation days shall be credited on the anniversary date of employment as adjusted in accordance with Article 36.1 "Definition of Seniority".

16.3. 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 five (5) working days 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.

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

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

16.6. 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.

16.7. Holidays falling within the vacation leave period shall not be charged to vacation leave used. An employee is not entitled to utilize sick leave credits during the vacation leave period, unless the employee provides written verification of hospitalization.

16.8. 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.

ARTICLE 17
PERSONAL LEAVE

17.1. 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.

17.2. 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.

17.3. 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 Article 18.1.

17.4. Personal leave requires no explanation. Except in urgent emergencies, employees must request personal leave in writing at least forty-eight (48) 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.

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

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

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

17.5. 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.

17.6. Personal leave shall not be requested or approved in fewer than one (1) hour increments.

ARTICLE 18
SICK LEAVE

18.1. Eligibility and Accumulation

Full-time employees with ten (10) years of service or more shall accrue one (1) day of sick leave for their prior month of service. Full-time employees with fewer than ten (10) years of service who have twenty (20) days of sick leave or more 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. Full-time employees with fewer than ten (10) years of service who have fewer than twenty (20) days of sick leave accrued on the day of the month that sick leave is awarded shall accrue four (4) hours of sick leave for their prior month of service. Sick leave credits may not be earned unless the employee is on full pay status for at least fifteen (15) working days during the calendar month. At least one (1) month of employment is required prior to use of earned sick leave credits.

18.1.1. 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 ten (10) 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.

18.2.1. Notification Requirement

An employee reporting sick must notify his/her supervisor at least two (2) 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.

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

18.3. Sick Leave Units

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

18.4. 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.

18.5. Attendance Incentive

As an incentive for members of this unit to further improve attendance, and to further reduce excessive or unwarranted absenteeism rates and to continue to foster high standards of productivity and accountability among said members, the County agrees to grant all regularly scheduled full-time employees covered by this Agreement an annual attendance bonus subject to the schedule below and payable in a separate check effective December 1 of each year. Said attendance bonus shall be paid in accordance with the following schedule subject to the specified use of sick leave during the twelve calendar months immediately preceding November 1 of each year, and not including those days used while on duty-incurred injury compensation.

Sick Leave Days Used in the 12 months Preceding November 1	Attendance Incentive
3 days	$200
1 day	$350
0 days	$500

18.6. 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.

ARTICLE 19
BEREAVEMENT LEAVE

19.1. 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.

19.2. 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.

ARTICLE 20
TESTS

20.1. 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.

20.2. 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.

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 Article 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.

ARTICLE 21
AMMUNITION AND WEAPONS QUALIFICATION

21.1. 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.

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

ARTICLE 22
NEGLIGENT USE OF AND/OR
LOSS OF COUNTY OWNED EQUIPMENT

22.1. 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.

22.2. 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.

22.3. An employee covered by the Agreement shall have the right to a review as prescribed under Article 11 of this Agreement within the time requirement limit specified therein. Nothing in this Article 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.

22.4. 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 Article 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.

ARTICLE 23
UNIFORMS AND EQUIPMENT

23.1. Initial Issuance

Each newly hired, full-time uniformed Corrections Officer 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 from the date of hire as a full-time Corrections Officer, an employee 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. Effective January 1, 2011, full-time Corrections Officers may utilize up to four hundred dollars ($400.00) 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 annual allowance into the following calendar year. The approval of the Sheriff is required prior to the purchase of any clothing items or equipment that are not included on the basic uniform allotment and the uniform bid. 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 Corrections Officer to clean and maintain his/her clothing and equipment.

23.2. 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.

23.3. 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.

23.4. 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 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.

23.5. 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.

ARTICLE 24
REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

24.1. 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.

24.2. 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 or otherwise shall be required to reimburse the County for any payment made to said employee by the County.

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

> One-half (1/2) 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.

24.3.1. 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.

24.3.2. 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.

ARTICLE 25
AUTO MILEAGE AND OTHER EXPENSES

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

25.2. When 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.

ARTICLE 26
HEALTH INSURANCE/DISABILITY BENEFITS

26.1. Traditional Health Plan - January 1, 2006 through June 30, 2007

26.1.1. 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.

26.2. Teamsters Benefit Fund – Effective July 1, 2007, all full-time employees shall be eligible to enroll in the Teamsters Benefit Fund for medical/prescription, vision and dental benefits.

26.2.1. For all full-time employees hired prior to November 9, 2015, the County will contribute ninety percent (90%) of the premium cost for individual medical coverage and individual dental coverage. The County shall also contribute seventy percent (70%) of the premium cost for dependent medical coverage and dependent dental coverage.

26.2.2 For all full-time employees hired on or after November 9, 2015, the County will contribute seventy-five percent (75%) 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 dependent dental coverage. The calculation will be computed at the true value of the aforementioned percentages in 26.2.2.

26.2.3. If the Teamsters Benefit Fund (medical/prescription, vision and dental combined) becomes more expensive than the County's primary plans or plans with equivalent or better benefits combined, the employee shall be responsible for the difference between plan costs in addition to their premium contribution.

26.2.4. The County will not be responsible for changes unilaterally imposed by the Teamsters Benefit Fund providers, nor shall the County be responsible to negotiate the impact of such changes, if any.

26.3. Cost Control Measures

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

26.3.2. 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. It is the employee's responsibility to complete and return the form to the County Treasurer on an annual basis when utilizing this option. The County will place $150.00 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.

26.4. Disability Benefits

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

26.4.2. 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.

26.5. Article 125 Plan

26.5.1. The County will provide a plan in compliance with Article 125 of the Internal Revenue Code. The plan will provide for employees to make pre-tax 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.

26.5.2. 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 Article 125 of the Internal Revenue Code.

ARTICLE 27
SALARIES – WAGES AND OTHER COMPENSATION

27.1. 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.

27.2. 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.

27.2.1. 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.

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

27.4. Paychecks 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 the County's designated pay day which normally occurs on Thursday.

27.5. Holidays and overtime premium compensation shall be paid not later than the second paycheck issued after said compensation is earned.

ARTICLE 28
TERMINAL BENEFITS

28.1. General

28.1.1. 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. An employee who calls in sick after providing the Sheriff with ten (10) working days notice shall forfeit all terminal benefits unless the employee provides a statement from their physician.

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

28.1.3. 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.

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

28.2. Vacation Payments

28.2.1. 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.

28.2.2. 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.

28.3. Holiday Payments

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

28.3.2. 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 floating holidays requested but denied by the Sheriff or his designee.

28.4. Sick Leave Payments

28.4.1. 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. All remaining unused but accrued sick leave up to the maximum set forth in Article 18, Sick Leave Eligibility and Accumulation, shall be applied to the provisions of Article 41 (J) Unused Sick Leave Plan of the State Retirement System.

28.4.2. An employee who has completed at least ten (10) 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:

Completed Years of Continued Service	Sick Leave Days Paid
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

28.5. Compensatory Time Payments

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

ARTICLE 29
LONGEVITY PREMIUM

29.1. 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 Article, years of service shall be determined in accordance with Article 36.1 "Definition of Seniority".

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

Completed Years of Continuous Full-Time Employment	Annual Longevity Pay For Full-Time Employees
After 5 years	$350.00
After 10 years	An Additional $450.00
After 15 years	An Additional $500.00
After 20 years	An Additional $500.00

ARTICLE 30
RETIREMENT BENEFIT

30.1. The County agrees to provide Section 75(i) of the New York State Retirement and Social Security Law on a non-contributory basis for eligible Tier 1 and Tier 2 Retirement System members covered by this Agreement.

30.2. The County agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 Retirement System members covered by this Agreement. Employee contributions will be required per applicable law.

30.3. The County agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

30.4. 25-year Retirement Plan

The County agrees to provide Section 89-p of the New York State Retirement and Social Security Law on a non-contributory for eligible Tier 1 and Tier 2 Retirement System members covered by this Agreement. The County further agrees to provide Section 603(1) for Tier 3 and Tier 4 Retirement System members covered by this Agreement. Employee contributions for Section 603(1) will be required per applicable law. 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.

ARTICLE 31
OUT-OF-TITLE PAY

31.1. 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.

ARTICLE 32
POSTING OF VACANCIES

32.1. For purposes of this Agreement, a vacancy shall be defined as any permanent, regular payroll position in the competitive class within the scope of this bargaining unit.

32.2. Vacant positions shall be posted by the Sheriff's Department for ten (10) calendar days (including Saturdays, Sundays, and holidays) at appropriate sites within the department. The posting notice shall specify the job title, a brief description of the job duties, required minimum qualifications for appointment, hourly rate, other necessary information regarding the vacancy (i.e. shift work, pass days), and the last date for filing bids.

32.3. Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by filing a Job Bid Form with the Sheriff's Department.

To be considered for the vacancy, the bid must be post-marked or received in the Sheriff's Department no later than the close of business on the last day for filing bids.

Interested bidders must meet the minimum qualifications for the vacant position at the time they submit their bid and must complete a current Madison County employment application prior to appointment, as applicable, should they be considered the successful bidder.

32.4. Bargaining unit bidders shall be given first consideration for the vacancy. Selection from amongst bargaining unit employees will be on the basis of qualifications,

seniority, and the operational requirements of the facility as determined by the Sheriff. The County may also fill the vacancy from outside the bargaining unit, as the County deems appropriate, if the outside applicant possesses the minimum qualifications to fill the vacancy, as reasonably determined by the County. Selection shall be the responsibility of the Sheriff who may temporarily fill a vacancy pending compliance with the posting and bidding provisions of this Article.

32.5. 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.

ARTICLE 33
PROBATIONARY PERIOD

33.1. 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.

33.2. The probationary period for employees promoted to a higher position shall be for a period of four (4) to twenty-six (26) 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 a demotion.

33.3. 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 probation period.

ARTICLE 34
STANDBY

34.1. 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.

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

ARTICLE 35
WORK SCHEDULE

35.1. 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.

ARTICLE 36
SENIORITY

36.1. 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.

36.2. 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.

36.3. 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.

36.4. 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 layoff, 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.

36.5. Seniority Application

36.5.1. Seniority will apply to layoff and recall.

36.5.2. Seniority and qualifications will apply to filling vacancies in accordance with the procedures set forth in Article 32 of this Agreement.

ARTICLE 37
RIGHT OF PRIVACY

37.1. 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.

ARTICLE 38
EDUCATIONAL ALLOWANCE

38.1. 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 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.

38.2. 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.

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

ARTICLE 39
IN-SERVICE TRAINING AND REQUIRED MEETINGS AND SEMINARS

39.1. 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.

ARTICLE 40
SECONDARY EMPLOYMENT

40.1. 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. When the secondary employment is a public safety or security position, the following shall be required. 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.

ARTICLE 41
MILITARY SERVICE LEAVE

41.1. 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.

ARTICLE 42
UNPAID LEAVES OF ABSENCE

42.1. 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.

42.1.1. When a leave of absence 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.

42.1.2. In order to be eligible for an unpaid medical leave of absence, the employee must have exhausted all sick leave accruals, unused vacation days, personal leave days and compensatory time.

42.2. Other Employment

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

42.3. 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.

42.4. 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.

42.5. Unauthorized Absence

When an employee is absent without leave, and without an explanation, for a period of two (2) work days, such absence shall be deemed to constitute a resignation on the date of commencement of such absence.

ARTICLE 43
HEALTH STANDARDS

43.1. In the event federal regulations require unit employees to submit to a medical evaluation under a respiratory protection program said employees will do so as specifically required by those federal regulations (*see* 29 CFR § 1910.134(e)).

43.1.1. The County/Sheriff shall select the medical provider and shall assume the full cost and expense of said evaluation. At the employee's option, the employee may choose the medical provider, but the employee will then assume the full cost of the evaluation. 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 evaluation from the County-appointed physician.

43.1.2. All medical evaluations shall be scheduled during normal work hours, as far as practical, and employees shall be paid for all time spent in attendance at the evaluation.

43.1.3. All documentation concerning any medical evaluation shall be kept confidential and maintained as a separate confidential employee medical file. The County/Sheriff will be

notified only as to whether an employee has been deemed suitable to use a respirator. The results of any medical evaluation shall not be used in a discriminatory manner.

43.2. In the event an employee returns to work from a work-related injury or maintains that he or she has a work limitation, the County/Sheriff shall have the right, at its sole expense, to subject the employee to a medical evaluation to determine whether the employee can perform the essential functions of the position. The employee has the right to obtain a second opinion, at the employee's expense, to contest the findings of the Employer-appointed medical provider. All documentation concerning any medical evaluation shall be kept confidential and maintained as a separate confidential employee medical file.

43.3. This Article shall not be construed as limiting the right of the County/Sheriff to have any employee submit to a medical evaluation to verify the employee's ability or inability to physically perform the duties of his/her position as required by any federal or state laws or regulations.

ARTICLE 44
WORK RULES

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

44.2. Employees shall comply with all work rules.

44.3. The County agrees to furnish each employee in the Union 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.

ARTICLE 45
EMPLOYEE ADDRESS AND TELEPHONE NUMBER

45.1. It shall be the responsibility of an employee to keep the Sheriff's Department informed of his/her current address and telephone number (including temporary residences) where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments and other matters.

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

45.3. 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.

ARTICLE 46
LABOR-MANAGEMENT MEETINGS

46.1. Conferences between representatives of the employer and no more than three (3) representatives of the Union 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 Union shall suffer no loss of time or pay, should such meetings fall within their regular work hours.

ARTICLE 47
TUITION REIMBURSEMENT

47.1. 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 A: 100% reimbursement
Grade B: 75% reimbursement
Grade C: 50% reimbursement

Reimbursement shall not exceed $1000 per employee per calendar year. A maximum of $5000 per fiscal year shall be available for all eligible bargaining unit members.

47.2. 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.

47.3. 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.

47.4. 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.

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

ARTICLE 48
SHIFT DIFFERENTIAL

48.1. A shift differential premium of fifty cents ($.50) cents per hour shall be paid to full-time employees for all hours worked when a majority of the employee's regularly scheduled shift hours occur between the hours of 4:00 p.m. and 12:00 a.m.. A shift differential premium of seventy-five cents ($.75) 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 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.

ARTICLE 49
JURY DUTY AND COURT ATTENDANCE

49.1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty, or to attend court pursuant to a subpoena or other court order not as a party to the litigation. The employee shall also be allowed to keep the remuneration provided by the Court. The employee must notify his/her department head of jury selection, or receipt of subpoena or court order, no later than his/her first scheduled shift following receipt of the notice.

ARTICLE 50
EMPLOYEE ASSISTANCE PROGRAM

50.1. 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.

ARTICLE 51
TARDINESS

51.1. Excessive tardiness results in a loss of productivity and increases the workloads of coworkers. 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.

51.2. 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 days suspension without pay
Fourth Offense - Five (5) working days suspension without pay
Fifth Offense - Further disciplinary action up to and including discharge.

51.3. 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 Article of the Agreement. Imposition of discipline under this Article shall not be subject to arbitration under Article 9 - Grievance Procedure.

51.4. 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.

51.5. 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.

ARTICLE 52
NO USE OF TOBACCO

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

ARTICLE 53
PROCEDURE FOR THE ADMINISTRATION OF 207-C OF THE GENERAL MUNICIPAL LAW

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 "corrections officer" 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 Corrections Officer 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 corrections officer 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 corrections officer lost time or received medical attention.

(ii) A corrections officer 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 corrections officer.

(b) RECURRENCE: In the event of a recurrence of an injury or sickness, as detailed above, the corrections officer must detail which injury or sickness gave rise to the recurrence and provide the date of the initial injury or illness. In addition, the corrections officer must provide any verifying medical report detailing the recurrence. However, a corrections officer 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 corrections officer 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 corrections officer'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 corrections officer 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 corrections officer was injured in the performance of duty or that the corrections officer 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 corrections officer,

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 corrections officer, placed in the corrections officer'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 corrections officer 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 corrections officer 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 corrections officer. A corrections officer 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 corrections officer or any witness to an incident to secure information; may require the corrections officer 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 corrections officer 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 Article 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 corrections officer shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of a corrections officer 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 corrections officer 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.

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 corrections officer specified light duties, consistent with his/her status as a corrections officer. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the corrections officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a corrections officer 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 corrections officer, 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 corrections officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the corrections officer'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 corrections officer 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 corrections officer 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 corrections officer 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 corrections officer'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 corrections officer 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 (3) months or less or upon the corrections officer being assigned to specific light duties (pursuant to Article 5 above), the corrections officer shall be entitled to all contractually negotiated benefits. A corrections officer who remains on a 207-c leave for longer than a three (3) month period shall be entitled to the payment of wages, longevity and medical insurance for the period of leave in excess of three (3) months and less than twelve (12) months. A corrections officer who remains on a 207-c leave for longer than a twelve (12) month period shall be entitled to the payment of wages for the period of leave in excess of twelve (12) months. The Sheriff has the ability to extend longevity and medical insurance coverage beyond the twelve (12) month period at their sole discretion. The Sheriff's decision on the extension of longevity and medical insurance beyond twelve (12) months shall not be subject to the grievance and arbitration procedure outlined in this agreement.

ARTICLE 54
REHIRED EMPLOYEES

54.1. 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.

54.2. 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.

54.3. 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.

ARTICLE 55
REIMBURSEMENT OF CRIMINAL DEFENSE COSTS

55.1. Employees shall be eligible for reimbursement of criminal defense costs subject to the then current local law on the matter adopted by the Madison County Board of Supervisors, most recently enacted as Local Law No. 6 of 2005.

ARTICLE 56
GENERAL PROVISIONS

56.1. 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.

56.2. PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT
ARTICLE 204 (A)

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

ARTICLE 57
EFFECTIVE DATE

57.1. The provisions of this Agreement shall take effect as of January 1, 2015 and shall extend through December 31, 2018. If a new Agreement has not been reached prior to this expiration date, the provisions hereunder will be continued.

ARTICLE 58
RETROACTIVITY

58.1. Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following ratification of the Agreement by both parties shall receive a retroactive payment computed on the difference between the new hourly rates specified in the appropriate Base Compensation Rate schedule and the regular hourly rate in effect prior to ratification for each hour actually paid, including overtime. Step movement shall apply in determining retroactivity.

58.2 The 2015 – 2018 agreement shall not include retroactivity.

SIGNED BY EMPLOYER AND UNION

FOR THE COUNTY:

John M. Becker
Chairman, Board of Supervisors

Date: 12/8/15

Allen Riley
Sheriff

Date: 12·09·2015

Ryan D. Aylward
Director of Labor Relations

Date: 12/8/15

Shawn M. Prievo
Labor Relations Technician

Date: 12/8/15

FOR THE UNION:

John Bulgaro
President and PEO

Date: 12/6/15

Donald Spost
Field Representative

Date: 12/1/15

Scott Smith
Chief Steward

Date: 12/9/2015

SCHEDULE A
REGULAR COMPENSATION

ADMINISTRATION OF THE COMPENSATION SCHEDULE

1. Step movement for the period of this Agreement shall occur on the employee's anniversary date as adjusted in accordance with Article 36.1. as follows:

(A) At the end of one (1) calendar year of employment as a permanent, full-time employee, the employee will move to Step A.

(B) At the end of three (3) calendar years of employment as a permanent, full-time employee, the employee will move to Step B.

(C) At the end of five (5) calendar years of employment as a permanent, full-time employee, the employee will move to Step C.

(D) At the end of six (6) calendar years of employment as a permanent, full-time employee, the employee will move to Step D.

(E) At the end of seven (7) calendar years of employment as a permanent, full-time employee, the employee will move to Step E.

2. For the titles of Corrections Corporal and Corrections Sergeant, an employee moves from hire rate to job rate upon the successful completion of the probationary period in accordance with Article 33.2.

2015 BASE COMPENSATION RATE PER HOUR FOR FULL-TIME EMPLOYEES

	Hire Rate	1 yr A	3 yr B	5 yr C	6 yr D	7 yr E
Corrections Officer	$17.52	$18.30	$18.93	$19.54	$20.49	$20.93
	HR	JR				
Corrections Corporal	$21.18	$21.68				
Corrections Sergeant	$22.18	$22.68				

2016 BASE COMPENSATION RATE PER HOUR FOR FULL-TIME EMPLOYEES

	Hire Rate	1 yr A	3 yr B	5 yr C	6 yr D	7 yr E
Corrections Officer	$17.87	$18.67	$19.31	$19.93	$20.90	$21.35
	HR	JR				
Corrections Corporal	$21.60	$22.10				
Corrections Sergeant	$22.60	$23.10				

2017 BASE COMPENSATION RATE PER HOUR FOR FULL-TIME EMPLOYEES

	Hire Rate	1 yr A	3 yr B	5 yr C	6 yr D	7 yr E
Corrections Officer	$18.23	$19.04	$19.70	$20.33	$21.32	$21.78
	HR	JR				
Corrections Corporal	$22.03	$22.53				
Corrections Sergeant	$23.03	$23.53				

2018 BASE COMPENSATION RATE PER HOUR FOR FULL-TIME EMPLOYEES

	Hire Rate	1 yr A	3 yr B	5 yr C	6 yr D	7 yr E
Corrections Officer	$18.64	$19.47	$20.14	$20.79	$21.80	$22.27
	HR	JR				
Corrections Corporal	$22.52	$23.02				
Corrections Sergeant	$23.52	$24.02				

APPENDIX A
OVERTIME EQUALIZATION
ADMINISTRATIVE ORDER

TOPIC: OVERTIME OPPORTUNITY EQUALIZATION

Overtime in itself cannot be equalized. Only the opportunity to work overtime assignments can be equalized.

When overtime assignments are made to full-time employees, so far as practical and without reducing efficiency or work performance, such overtime assignments shall be distributed as equitably as possible to those employees who are qualified to perform the specified overtime work required.

The Corrections Division will maintain a list of all employees by shift in order of seniority. When it is necessary to schedule someone for overtime, the shift supervisor will first request volunteers for that assignment by seniority from the list of on duty people from their shift. If there are no volunteers, the shift supervisor will select the next available person on the list for mandatory assignment.

Overtime assignments will be offered to the employee with the most seniority first and offered to others based on descending seniority. If the overtime is declined by all, then the overtime will be assigned to the employee of least seniority in an ascending order.

The purpose of the above is to cover all security and support posts and maintain fairness in assignment to the regular shift members.

DEFINITION OF TERMS

Seniority: Employee will acquire seniority upon completion of any probation period. Seniority will then accrue from the initial date of the permanent appointment.

Seniority List: A list of officers assigned to each shift, starting from the most senior officer descending to the least senior officer regardless of rank.

Volunteer Overtime: Officers present for duty (or coming on duty) on any given day, available to volunteer for overtime needed, starting from the most senior officer and continuing to the least senior officer.

Mandatory Overtime List: A perpetual list of officers assigned to each shift, available for overtime as ordered, starting from the least senior officer and continuing to the most senior officer.

Rotation of Mandatory Overtime List: An officer, who has been ordered and has performed overtime as required, will go to the bottom of the Mandatory Overtime List. Volunteer Overtime does not apply to the Mandatory Overtime List, it applies only to the offering overtime.

Overtime Payment: Staff that are working over their duty assignments will be compensated in accordance with this Agreement.

UNSCHEDULED OVERTIME VOLUNTEERS

The supervisor will:

1) Maintain a list of all officers assigned to their shift, in order of seniority.
2) Canvass for volunteers to work overtime starting from the most senior officer on duty at the time, or coming on duty, to the least senior in descending order. Officers with seniority cannot work 2 days in a row unless all other officers with less seniority on their shift refuse the overtime.
3) Remind the officers volunteering for overtime they are obligated to fulfill that commitment.
4) To maintain the effectiveness of the officers and to avoid "officer burnout", and to maintain fairness, officers are limited to two consecutive occasions and one pass day in a seven day work period. This must be strictly observed.
5) In the event there are no volunteers, the supervisor will utilize the Mandatory Overtime List. Mandatory Overtime List does not limit the number of occasions an officer may volunteer.
6) The supervisor will note on the Voluntary Overtime sheet, the date the overtime was offered and whether the officer asked, Accepted (A) or Refused (R) the assignment.

MANDATORY OVERTIME LIST ROTATION – NON VOLUNTEER

The Supervisor will:

1) Maintain a list of all officers assigned under their charge, from the least senior to the most senior.
2) Order the least senior officer on duty at the time, in an ascending order, to perform the overtime.
3) Guidelines to Mandatory Overtime List
4) The Mandatory Overtime List will be set up from the least senior officer to the most senior officer.
5) The least senior officer will be ordered to perform the overtime. Once the overtime has been completed the officer's name will be moved to bottom of the Mandatory Overtime List.
6) The rotation will continue perpetually moving the officers' names up the Mandatory Overtime List.
7) When the next officer on the list is absent from duty, the next available officer on the list will perform the overtime. The name of the absent officer will remain on the top of the list.
8) When an officer is on extended leave, his name will remain on the top of the Mandatory Overtime List. Upon returning for duty, the officer will perform the required overtime in rotation.
9) As a courtesy, Supervisors are asked to notify staff of possible overtime at the earliest possible time for the convenience of the officers.

Pre-scheduled overtime volunteers are also subject to the Seniority List corresponding to their shift.

If any employee establishes that they did not receive an overtime assignment which they were entitled to under the provisions of this order, such employee shall have preference for future overtime assignment for which they are qualified to perform until such situation is corrected. If you were entitled to holiday overtime, then you get the next holiday overtime that is available. If you were entitled to regular overtime, then you get the next available regular overtime that is available.

The master schedule for overtime assignments shall be kept and posted in Central Control and shall be accurately kept up by each shift OIC each day. It shall be the responsibility of the officer who worked the overtime assignment to ensure that they were credited for the overtime worked on the proper date and shift.

A copy of the post assignments for all three shifts shall be kept in Housing Control to facilitate coverage when overtime assignments are involved and to eliminate lost or misplaced documents. Centralizing the post assignments will assist the supervisors on all three shifts in determining part-time and/or overtime coverage.

MODIFIED DUTY OVERTIME

Officers on "modified duty" may be allowed to perform overtime duties only in necessary situations, and then only if the requirement exists for work in the same area, or duties as those being performed by the officer under the "modified duty" limitations. The determination as to whether the officer may or may not perform overtime duties shall rest solely with the Corrections Captain, or the Tour Supervisor, based on his/her knowledge of the conditions placing the officer on "modified duty".

Supervisors shall:

1) Comply with all aspects of this Administrative Order.
2) Advise the Corrections Captain of any suggestions that would facilitate compliance with the order.

APPENDIX B

MADISON COUNTY SHERIFF'S DEPARTMENT

General Municipal Law Article 207-C
Application

1. _____
Name of Officer

2. _____
Address

3. _____ 4. _____
Telephone number Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____ 10. _____ 11. _____
Date of incident Day of week Time

12. Name of witness(es)

a. _____

b. _____

c. _____

13. Names of co-employees at the incident site

a. _____

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 it 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