EMPLOYMENT CONTRACT

BETWEEN

COUNTY OF BROOME

AND

BROOME COUNTY SHERIFF'S CORRECTIONS EMPLOYEES
LOCAL 2012, COUNCIL 82

AFSCME, AFL-CIO

2011-2014

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ARTICLE 1
PREAMBLE

1.1 Statement of Purpose

This agreement entered into by the County of Broome and the Broome County Sheriff (hereinafter referred to as the Employer) and Council 82, American Federation of State, County & Municipal Employees, AFL-CIO and its affiliated Broome County Sheriff's Corrections Officers Local Union 2012 (hereinafter referred to as the Union) has as its purpose the promotion of harmonious labor relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2
RECOGNITION

2.1 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in titles listed in Appendix A for the purpose of negotiating, and establishing salaries, wages, hours of work, and all other terms and conditions of employment and the administration of grievances arising thereunder, for the term of this agreement.

ARTICLE 3
SAVINGS CLAUSE

3.1 If any provision of this agreement is, or shall, at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed or enforced, except to the extent permitted by law. All remaining provisions of this agreement shall continue in effect.

3.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES

4.1 The Public Employer retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America subject only to any limitations on such rights, powers, authority, duties and responsibilities set forth in this agreement.

4.2 It is mutually understood and agreed that the management of operations and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote and transfer and other rights to relieve employees from duty because of lack of work or for other proper and legitimate reasons, is vested and reserved in the Public Employer, subject to the limitations provided by law and/or the terms of this agreement.

4.3 The exercise of these rights, powers, authority, duties and responsibilities by the Public Employer and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this agreement and represented by the Union be limited only by the specific and express terms of this agreement.

4.4 It is understood by the parties hereto that the Employer shall have reasonable flexibility in interpreting the provisions of this agreement.

4.5 The Union agrees for its members that they will individually and collectively perform loyal and

efficient work and service and that they will use their influence and best efforts to protect the property and interests of the Public Employer, its good name, and its service to the public.

ARTICLE 5
NO STRIKE PLEDGE

5.1 The Union affirms that in accordance with the law, it does not assert any right to engage in a strike against the Public Employer, or to cause, instigate, encourage or condone a strike, or to impose any obligation upon its members to cause, instigate, encourage or condone a strike.

ARTICLE 6
UNION SECURITY AND DUES DEDUCTIONS

6.1 Pledge Against Coercion

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

6.2 Aid to Other Unions

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

6.3 Checkoff of Union Dues and Other Deductions

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

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

The Union, having been recognized as the exclusive representative of all employees within the bargaining unit, shall be entitled to have deductions made bi-weekly from the pay of each as an agency shop fee in the amount equivalent to union dues. Non-members of the union shall be entitled, upon request, pursuant to Article IX, Section 10, of the AFSCME Constitution, to a refund of the amount of their agency shop fee deductions used by the Union in aid of activities or causes of a political or ideological nature.

It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the employer harmless from any and all claims, suits, judgements, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

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

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

6.3.5 The aggregate totals of all Union dues deductions and the aggregate totals of all insurance deductions shall be remitted separately on a regular monthly basis together with a list of names of those employees from whom such deductions have been made to:

Union Dues	Security & Law Enforcement Employees, Council 82, 61 Colvin Avenue, Albany, New York, 12206
Insurance Premium	As per card designation

6.3.6 Any changes in the amount of Union dues and insurance fees to be deducted must be certified by the Union in writing and forwarded to the Employer 30 days prior to implementation. Where an employee has no earnings from a paycheck from which deductions have to be made, the Employer shall not be responsible for collecting the dues and any insurance premiums.

6.4 Notification of New Employees

6.4.1 The Public Employer agrees to submit to the Union each month a list of any new employees hired, the activity in which they are working or will work, their home address, the status of their employment as to whether they are temporary, seasonal, federally funded, or permanent.

6.5 Access to Premises

6.5.1 The Public Employer agrees to permit representatives of the International Union, Council 82, and/or local Union, on an exclusive basis, to enter the premises of the Employer with prior approval of the Sheriff or his designated representative for the discussion of working conditions, explanation of Union membership, service and programs with employees, and communicating with other officers and stewards of the Union. Such approval shall not be unreasonably denied.

6.5.2 The Public Employer shall provide meeting space to the Union upon request from the President of the Union or his designee in buildings owned by the County subject to availability as determined by the County, provided that the local Union agrees to reimburse the Employer for any additional expenses incurred by the Employer which would not have incurred had the space not been available.

6.6 Bulletin Boards

6.6.1 The Employer agrees to provide 3' X 4' bulletin boards for the use of the Union to post notices and other Union information. Union bulletin boards will be located at:

A) Sheriff's Correctional Briefing Room at the Sheriff's Correctional Facility
B) Cafeteria at the Sheriff's Administration Facility
C) Courthouse Annex, 65 Hawley St. Binghamton

All Union postings shall be initialed by the Union President and have a time limit established.

Union bulletin boards shall be separate and distinct from management boards. The Union agrees to not post any material which is profane or derogatory to any individual, or post any political material issued by an individual, or by a candidate for public office, or issued by a political party. The above referenced material shall not be posted on any County property.

6.7 Printing and Distribution of Agreement

6.7.1 The Public Employer agrees to provide a copy of this agreement to all employees in the bargaining unit, the cost to be shared equally by the Public Employer and the Union.

6.8 Union Activities on Employer's Time and Premises

6.8.1 The Public Employer agrees that during working hours and for reasonable periods of time on the Public Employer's premises no more than five (5) employees designated as Union representatives, who shall

be known as stewards, and whose names have been submitted to the Sheriff in writing by the Union, shall be permitted to engage in the following activities without loss of time or pay:

-post Union notices,

-distribute Union literature,

-transmit communication authorized by the local Union or its officers to the Employer or his representatives,

-consult with the Employer, his representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this agreement,

-sign up employees into the Union.

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

6.8.3 Union representatives shall provide to the Sheriff on a monthly basis a report of such activities and the amount of time engaged in each.

6.9 Contract Negotiations

6.9.1 The Employer will give time off with no loss of time or pay for five (5) employee members of the local Union contract negotiating committee to participate in contract negotiations. The time off may be given for rest purposes to any employee committee member whose regular work hours do not coincide with the negotiating hours, such time off to be granted without loss of pay. It is understood and agreed that employees who are not members of the negotiating committee, but who are observers, shall not be entitled to time off with pay.

6.10 Union Business Leave

6.10.1 The Public Employer agrees to permit members of the Union who are elected or designated to attend any convention, conference or meeting of the International Union, Council 82, State AFL-CIO or local Central Labor Council, to attend such functions without loss of time or pay, up to a maximum of twenty (20) man days a year, including travel time, provided that a request for such leave is made by the Union to the Sheriff, with a copy to the Personnel Officer, no less than five (5) work days prior to the date that the function is scheduled.

6.10.2 In addition to the above, employees who are members of the local Union's Executive Board shall be permitted to attend such meetings if they fall during their regular work hours without loss of time or pay, provided the request for such time off is made by the Union no later than five (5) work days prior to the date the particular meeting is to be held, such time to be deducted from the twenty (20) man days set forth in 6.10.1.

6.10.3 An employee elected to the office of the President of the local Union shall be granted a reasonable amount of time off, as determined by the Sheriff, to carry out the functions of his office, without loss of time or pay, for the period of his term of office. Such time off shall be requested of the Sheriff in writing on at least twenty-four (24) hours notice. The President shall provide the Sheriff on a monthly basis the amount of time.

6.11 Joint Labor Relations Committee

6.11.1 To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor relations committee shall be established to discuss problems of mutual concern. The size of the committee shall be limited to the least number of representatives to accomplish its objectives; however, in no case shall there be more than three (3) persons representing the Union. Committee meetings may be held upon the request of either party once each month, but no less than once every three (3) months. The time, date, and location for such meetings shall be made in advance with an

agenda being submitted at least one week prior to the
mutually agreed upon date. The meeting shall be held at reasonable hours mutually agreed upon by the parties. Employee committee members acting on behalf of the Union shall suffer no loss of time or pay as a result of attending such meetings during their regular work hours.

6.11.2 Labor relations committee meetings shall be held in good faith. While this committee shall have no power to contravene any provisions of this Agreement, the parties may issue letters of understanding and minutes of meetings at which these understandings were made. Any disagreements growing out of the implementation of memorandum or letters of understanding, or violations thereof, shall be subject to the grievance procedure.

The Employer shall provide minutes of the meeting, in which both the Employer and Union will sign said minutes of the meeting.

6.12 Joint Safety Committee

6.12.1 The Public Employer and the Union agree to establish a joint safety committee consisting of an equal number of Employer and Union representatives, the total number of which shall be no more than three (3) members. This committee shall promote safety among the employees by discussing accident prevention and developing suitable corrective measures.

The Employer shall provide minutes of the meeting in which both the Employer and union will sign.

6.13 Joint Rules and Regulations Committee

6.13.1 The Office of the Sheriff agrees that all present and proposed work rules and regulations of the Sheriff shall be reviewed by a joint committee comprised of no more than three (3) employees designated by the Union and a comparable number designated by the Sheriff. The Sheriff or designee has the sole right to make final determinations on all rules and regulations following review by the Committee. After such rules and regulations are finalized, they shall be reduced to writing and distributed to all employees. Nothing herein shall be construed to abridge the authority of the Sheriff to promulgate interim orders.

6.13.2 It is understood and agreed that until any new work rules and regulations are adopted by the Employer all employees shall comply with any existing work rule or regulation and orders promulgated by the Sheriff that is not in conflict with the terms of this Agreement, provided they are uniformly applied and uniformly enforced. Any dispute over the reasonability of and the manner of application of any new rule or regulation will be subject to the grievance procedure. No interim order shall be effective for a period of more than twelve (12) months.

ARTICLE 7
GRIEVANCES AND ARBITRATION

7.1 General

7.1.1 It is the intent of this Article to provide an orderly and expeditious procedure for the processing and settlement of all grievances of employees and disputes between the Union and the Public Employer over matters for which no other procedure is provided by this Agreement. It is agreed, therefore, that should any grievance or dispute occur over the meaning, application, or interpretation of the express terms of this agreement excluding such matters pertaining to additions of new positions or the discontinuance of existing positions, retirement benefits, disciplinary actions, or transfer or assignment of employees, the grievance and arbitration procedure set forth in the appropriate sections of this Article shall be the only manner by which such grievances or disputes may be settled.

7.1.2 It is understood that no provision of this Agreement shall be interpreted to require the Union to process such grievance to any stage of the grievance procedure if the Union does not consider the grievance to be with merit.

7.2 Matters Relevant to the Grievance Procedure

7.2.1 The time limits set forth in this Article shall be strictly adhered to; however, they may be extended by mutual agreement of the parties in writing.

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

7.3 Union Stewards

7.3.1 Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Union officers and representatives who may also represent employees shall be certified in writing to the Employer by the local Union. Subject to the provisions of 6.8.1 of the agreement, such Union stewards and authorized Union officers shall have the right to investigate and process grievances during their regular working hours without loss of time or pay; however, such employees must notify a Security Lieutenant prior to leaving their work assignment.

7.4 Rights of the Parties

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

7.4.2 Aggrieved employees, the Union's representatives, and necessary witnesses shall not suffer any loss of time or pay, or be required to charge leave credits as the result of processing or investigating grievances, or attending grievance hearings during their regular working hours. Reasonable and necessary time spent in processing and investigating grievances, including time spent at arbitration proceedings and any other proceedings that has to do with the administration of this Agreement, during such employees' regular working hours, shall be considered as time worked for all purposes. Travel time necessary shall be treated in the same manner. It is understood and agreed that all grievance hearings shall be scheduled to be held during such employees' regular working hours, or if not possible, as close to their regular work shift as is reasonably possible.

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

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

7.5 Grievance Procedure Steps

Step 1 The Union steward or other authorized representative of the Union, with or without the aggrieved employee shall orally present the grievance to the Undersheriff, who shall render his decision orally or in writing to the Union steward, or other authorized representative of the Union, within two (2) **business** days after its presentation to him. Such grievance must have been presented at the earliest possible time after its occurrence, but in any event within thirty (30) calendar days of knowledge of its occurrence.

Step 2 If the grievance is not settled at Step 1, the local Union President or his designee, or other authorized representative of the Union, shall reduce the matter to writing on a grievance form provided by the Union and signed by the aggrieved employee, setting forth the facts of the grievance and relief sought, and submit the grievance to the Sheriff within five (5) business days of the receipt of the Undersheriff's decision, or of the date that such decision was due at Step 1. The Sheriff shall investigate the matter, which may include a meeting with the Union President or his designee and the Union steward, or other authorized representative of the Union, however, he shall, within five (5) business days of receipt of the grievance, render his decision in writing to the local Union President or other representative of the Union, whichever the case may be.

Step 3 If the grievance still remains unresolved at Step 2 within the time limits set forth above, or no answer is forthcoming, the grievance may, within ten (10) business days of the date such answer is received or should have been due, be submitted by the Local Union President or his designee to the Personnel Officer or

designee who shall hold a meeting with the Union grievance committee not later than five (5) business days after the date of receipt of the grievance. For the purpose of this procedure, the Union grievance committee will consist of no more than two (2) employee representatives, which shall automatically include the local Union President. Any answer or decision on the grievance shall be in writing and be transmitted to the local Union President or his designee within ten (10) business after the date that such meeting was held.

Step 4 If the Union is not satisfied with the decision at Step 3, or no decision is forthcoming, it may, within fifteen (15) business days of receipt of the Step 3 answer or from the date that such answer would have been due, refer the matter to the arbitration step in the manner set forth in Section 7.6 below.

7.6 Arbitration Procedure

7.6.1 When an unresolved grievance is submitted to arbitration, such notice of demand for arbitration together with a copy of the grievance shall be sent by registered or certified mail to the New York State Public Employment Relations Board (PERB), the Director of Personnel for Broome County and the Sheriff. The selection of the arbitrator, who will make the final determination of the grievance, shall be made by the parties from a panel of arbitrators as provided by PERB.

7.6.2 The arbitrator shall be governed by the rules of PERB.

7.6.3 The arbitrator shall be requested to render a decision within fifteen (15) calendar days of the date of the arbitration hearing, or fifteen (15) calendar days of the submission date of any written briefs, should they be requested by either of the parties or the arbitrator. The decision of the arbitrator shall be final and binding upon all the parties; however, the arbitrator shall not have the power to amend, modify, or delete any provision of this agreement.

7.6.4 The expenses and the fees of the arbitrator shall be shared equally by the parties.

ARTICLE 8
DISCIPLINE

8.1 Exercise of Rights

8.1.1 No employee shall be disciplined or otherwise removed except in accordance with the provisions of this Article. It is understood and agreed that any employee against whom a disciplinary action or measure is proposed may elect to follow Section 75 and 76 of the Civil Service Law or the alternate disciplinary appeals procedure set forth in this Article in lieu thereof. An employee's selection of one procedure shall preclude the use of the other, and the rights of the use of the other shall be deemed waived.

8.1.2 Disciplinary actions or measures proposed for imposition against employees shall be limited to the following: oral reprimand, written reprimand, suspension, reduction in rank, fine, loss of leave credits, and discharge. It is understood and agreed that if the Public Employer has any reasons to orally reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public, and that all discipline shall be applied in a progressive manner.

8.1.3 Disciplinary actions or measures may be taken against employees only for misconduct or incompetence. Whenever the Employer seeks imposition of a disciplinary action or measure against an employee, the Employer shall notify the employee and the Union President in writing of the specific act of misconduct and/or incompetence the employee is alleged to have committed and the proposed penalty. The written notification shall also contain a detailed description of the charges and specifications, which shall include dates, times and places. The notification to the Union shall be sent at the same time the notice is sent to the employee, or if hand delivered to the employee, within twenty-four (24) hours of the time that the notice is given to the employee.

8.1.4 It is understood and agreed that any employee covered by this agreement shall be entitled to Union representation or their own attorney at their own expense at any stage of a disciplinary proceeding, whether pursuant to Section 75 or the alternate appeals procedure of this agreement, including any meeting or investigatory conference held where the outcome may result in a disciplinary action.

8.1.5 No employee shall be requested to sign any statement of admission of guilt to be used in a

disciplinary proceeding without being advised of the right to have Union representation present, and permitting a reasonable period of time for such representation to present itself, if such representation is requested. No employee shall be required to take a polygraph examination.

8.1.6 An employee may be suspended without pay for a period not to exceed thirty (30) days prior to his instituting an appeal under the appropriate section of this Article, only if the Employer determines there is probable cause to believe that the continued presence of the employee on his job assignment represents an actual danger to other persons or property or would severely interfere with the operations of the Department.

8.1.7 It is understood and agreed that in any case where an employee is required to leave the premises of the Employer, the employee will be permitted to discuss the disciplinary action with his Union steward or other authorized representative of the Union, upon request, and the Employer will make an area available where he may do so for a reasonable period of time before he may be required to leave.

8.1.8 If an employee is a witness to a criminal act or an act that may result in discipline of another employee and is questioned as such a witness the employer will offer Local 2012 representation during such questioning if:

a. The employee is asked a directed question about the employee's conduct that if answered would establish that the employee has violated the Rules of Conduct of the Sheriff's Office.
b. The employee makes a spontaneous admission that establishes that the employee has violated the Rules and Conduct of the Sheriff's Office.

If either "a" or "b" occurs and the employee requests union representation the questioning shall cease until the representative is present. If the employer fails to offer union representation under these circumstances the employee shall have immunity from charges of misconduct or incompetence based on the statement the employee made during the questioning. Any information that the Local 2012 representative might become aware of as the result of being present during the questioning of a witness shall remain confidential and will not be provided to any investigative target.

8.2 Alternate Disciplinary Appeals Procedure

8.2.1 Any employee against whom disciplinary charges are brought shall have the right to appeal such action. Upon receipt of such notification, an employee shall have ten (10) work days to file with the Sheriff a written response to the charges, a copy of which shall be sent to the Union. The employee, in his response, may deny the charges, may admit to the charges and accept the penalty proposed, or admit the charges but reject the penalty proposed. Should the employee deny the charges, or admit the charges but reject the penalty proposed, he shall also include in the response whether he desires to process the matter under Section 75 and 76 of the Civil Service Law or the Union Procedures set forth in this Article. In addition, the employee will indicate whether he will be represented by the Union or his own private attorney.

8.2.2 In any case where an employee, in his response to the charges, either denies the charges brought against him or disagrees with the penalty proposed, a meeting shall be convened by the Sheriff within five (5) calendar days of receipt of the response, such meeting to include the Union President or his designee and the employee. Unless the matter is settled at the meeting, the Sheriff shall give his decision in writing within five (5) calendar days of the date the meeting was held.

8.2.3 Disciplinary matters may be settled at any time following the service of a notification of discipline. The terms of any settlement proposed shall be reduced to writing. An employee offered such a settlement shall be given a reasonable opportunity to consult with his Union representative or his own attorney as well as to have him present at the time he executes such settlement. Both the employee and the Union representative shall be provided with copies of the settlement at the time such settlement is made.

8.2.4 If a disciplinary matter is not settled or otherwise resolved, the employee may, within ten (10) work days of receipt of the Sheriff's response, appeal to arbitration as provided for under Article 7.6 of this agreement, or request a Civil Service hearing, whichever procedure he had previously elected.

8.2.5 Disciplinary matters that are not otherwise settled or resolved may be submitted to arbitration, if the employee desires. A notice of Demand for Arbitration must be filed with the New York State Public Employment Relations Board (PERB). Such submission shall be in accordance with the current PERB Rules of Procedure.

8.2.6 In accordance with the timetable set forth above, disciplinary arbitrators shall be required to render a decision within thirty (30) calendar days of the date of the close of the hearing, or within thirty (30) calendar days after receipt of a transcript, if either party elects to have such a transcript made. It is understood, however, that any party wishing to have such a transcript made of the hearing may provide for one at its own expense, but shall provide copies to both the arbitrator and the other party.

8.2.7 Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and whether a proposed penalty or punishment is appropriate. The burden of proof shall rest with the Employer. The decision of the disciplinary arbitrator shall be served upon the employee, the Sheriff, and the Union, if the employee has chosen to be represented by the Union, and shall be final and binding as to the question of guilt or innocence. The disciplinary arbitrator shall also recommend a penalty or punishment to be imposed in the event of a finding of guilt, including whether there was probable cause for a summary suspension. Upon receipt of the decision of the disciplinary arbitrator, the Sheriff shall determine the penalty or punishment to be imposed; however, should such determination be more than the recommendation of the disciplinary arbitrator, the employee may seek review of such determination pursuant to Article 78 of the CPLR, but solely upon the grounds that the penalty or punishment the Sheriff seeks to impose is excessive.

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

8.2.9 All fees and expenses of the arbitrator shall be divided equally between the Employer and the Union, or the employee and the Public Employer, if not represented by the Union.

8.3 Limitations

8.3.1 No employee shall be brought up on charges or be disciplined for acts which occurred more than one (1) year prior to the service of such notification of discipline, except acts which would constitute a crime.

8.4 Union's Rights on Disciplinary Matters

8.4.1 The Union steward, and the Union President or his designee, as well as the disciplined employee and necessary employee witnesses, shall suffer no loss of time or pay, or be required to charge any accrued leave credits during such employee's regular working hours, to attend disciplinary hearings and arbitration proceedings. Reasonable and necessary time spent by the Union steward and/or the Union President or his designee in processing and investigating a disciplinary matter, during such employee's regular working hours shall also be considered as time worked for all purposes with no loss in time or pay or accrued leave credits.

8.4.2 When representing an employee in a disciplinary matter, the Union shall be entitled to copies of all written reports and records in the custody of the Employer which will be relied upon by the Public Employer in pursuing the charges against the employee and the issuing of a penalty within ten (10) calendar days of demand for such by the Union.

8.4.3 Union staff representatives may be present and participate at disciplinary grievance meetings, Section 75 hearings, and arbitration proceedings.

8.5 Disciplinary Transfers

8.5.1 Work shifts, job assignments, transfers or re-assignments to other units shall not be made for the purpose of imposing discipline, except in cases where criminal charges are pending against an employee, the effect of which, in the opinion of the Sheriff, may seriously affect the employee's ability to carry out the responsibility of his job if he were allowed to remain on that job.

8.6 Personnel Records

8.6.1 All employees, upon written request to the Sheriff or his designee shall be given a reasonable opportunity to review their official personnel file maintained by the Sheriff's Office. This file shall contain their original application for employment and any and all job evaluations, commendations, disciplinary actions, if any, and any other record of actions which have taken place during their employment with the Sheriff's Office. Upon review of their file, employees may request and shall be provided with copies of all documents which they had not previously been given.

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

Should an employee, upon review of such documents, disagree with all or part of any such document, he shall have the right to seek removal of any part or all of the document by filing a grievance under the Grievance and Arbitration Procedure of this Agreement.

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

8.8 Any documents removed from an employee's personnel file by the Sheriff shall not be admitted as evidence in any subsequent disciplinary arbitration for that employee.

ARTICLE 9
SENIORITY

9.1 Definition of Seniority

9.1.1 Seniority generally shall mean an employee's total length of employment as an employee of the Broome County Sheriff's Office bargaining unit since his last date of hire, such being applicable to all benefits provided by this Agreement, except as may otherwise be provided herein.

9.1.2 For the purposes of any bidding required by this Agreement, seniority shall mean an employee's total length of service in his job classification or rank which shall include all temporary and provisional service in the classification or rank.

9.2 Probationary Employees

9.2.1 Every new employee who is hired to fill a position on a permanent basis shall be subject to a probationary period of not more than twenty-six (26), weeks unless a longer period is permitted by the Civil Service Law, in addition to any mandatory training period. Upon the satisfactory completion of the probationary period, such employees shall be notified in writing of such successful completion, and they shall be entered on the seniority list retroactive to their initial date of hire.

9.2.2 While an employee is serving his probationary period, but after no less than eight (8) weeks, exclusive of the mandated training period, the Employer must notify such probationary employee of any weakness that may have been observed in such employee's work which, if not corrected, could be cause to terminate the employee's service prior to the expiration of his probationary period. Such notification shall be in writing, shall indicate that his work needs improvement, and that his supervisor will counsel him on this matter. A copy of this notification shall be forwarded to the Union. Failure of the Employer to provide this notice shall not prevent the Employer from exercising any rights under the Agreement, law, rule or regulation with respect to the probationary employee.

9.2.3 Probationary employees shall have the right to Union representation for all purposes of this Agreement, except disciplinary matters.

9.3 Seniority Lists

9.3.1 Upon request once a year, the Public Employer shall furnish to the Union an up-to-date seniority list showing the continuous service of each permanent employee. The seniority list will show the names of such employees, their job classification, and their last date of hire.

9.3.2 Time worked as a Special Deputy will count for seniority purposes for those hired as Special Deputies prior 12/31/97 and such seniority will continue to accrue until such time the employee becomes a full-time officer unless there is a break in service.

9.3.3 Those Officers hired as Special Deputies after 12/31/97 will not have their time as a Special Deputy counted for seniority purposes upon becoming a Correction Officer.

9.4 Breaks in Continuous Service

9.4.1 For the purpose of seniority, an employee's continuous service record shall be broken only by a voluntary resignation, a dismissal, failure to return to work when recalled from a layoff, and retirement; however, should such an employee be rehired within one (1) year of their date of leaving service to work in any capacity of work that is normally performed by employees covered by this Agreement, then the break in continuous service shall be removed from their record, subtracting the period of non-service.

9.4.2 An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid leave. Unpaid leaves of absence and disciplinary suspension greater than ten (10) days shall not cancel an employee's seniority, but such time shall not be counted.

ARTICLE 10
WORK FORCE CHANGES

10.1 Promotion and Filling of Vacancies in Non-Competitive Titles

10.1.1 Whenever an opportunity for promotion to a higher paying position occurs, or a job opening or vacancy occurs in any existing or new job classification not requiring a Civil Service competitive examination, a notice of such job opportunity, vacancy, or opening must be posted on all Department bulletin boards, stating all the pertinent information with regard to the minimum qualifications for the job. The posting shall include such information as the job title, nature of the job, the rate of pay, and what special job requirements, if any, employees must meet in order to qualify. Such notification shall be posted for no less than fourteen (14) calendar days.

10.1.2 Employees who wish to apply and be considered for the open position must submit written application to the Sheriff during the posting period. Applications not reaching the Sheriff by the expiration deadline date shall not be considered for the position and must be disqualified.

10.1.3 The Sheriff shall fill such job opening or vacancy only from among those employees who have applied who meet the job requirements set forth in the job opportunity notification and have the ability to do the job. If more than one (1) employee applies for the position, and if the ability to do the job is equal among them, the employees with the greatest seniority as defined in 9.1.1 of this Agreement shall be selected.

10.1.3a The Sheriff shall be responsible for determining the number of post assignments, job openings or vacancies. All employees in Correction Division shall be allowed to bid assignments, job openings or vacancies. The Sheriff shall determine the number of relief positions open per shift per bidding period. These positions will be bid based on seniority. Such job openings shall be re-bid every four (4) months in conjunction with the shift bidding procedure in Article 11.3.4. Available jobs may be affected by employees returning to duty on restricted duty status or due to an internal investigation. Any employee who is bumped out of their job assignment due to the reassignment of another officer shall have the choice of either going to the Relief Officer's pool or the post vacated by the Officer that bumped them. In the event a bid location becomes vacant due to an extended leave of more than 30 days during the bid period, the position will be offered to the Relief Officers on the shift affected on a seniority basis.

10.1.3b The Field Training Officer may be assigned, by the Sheriff or his Designee, to any job assignment during the direct supervision of a Recruit. Officers moved from their bid assignment shall go to the Relief Officer's pool by seniority.

10.1.3c Officer must bid on either a four (4) day post assignment in one location or two (2) two (2) day post assignments in two (2) location as the schedule allows. All five (5) and two (2) job assignments must be bid as a five (5) and two (2) Monday thru Friday work schedule.

10.1.3d Probationary employees shall not have the right to bid job assignments or shifts until permanent status is attained. Once permanent status is attained, the employee is eligible to bid in the next bidding cycle. The Sheriff shall have the right to assign employees to a shift as he sees fit during their probationary period.

10.1.3e The Sheriff shall retain the right to temporarily reassign employees during any internal investigation as necessary, continuing through the resolution of disciplinary action. The Union will be notified within seven (7) days of completion of the internal investigation which results in the reassignment from his post assignment. Any employee who is bumped due to the reassignment of an officer involving an internal investigation, shall have the choice of either going to the Relief Officer's pool or the post vacated by the officer under investigation.

10.1.3f Either the County or the Union may request to reopen this article should the need arise, to make modifications. The article will be reopened upon mutual agreement. If modification cannot be resolved, the article will remain unchanged through the term of the agreement.

10.1.4 The following positions will have at least one member of each gender:

Transportation
Visitation- first and second shift

At the end of the bidding process, if any of the above positions do not have a member of the opposite gender, the Sheriff may assign, in inverse seniority, an employee to fill such position until the next bidding period.

10.1.5 Should the Sheriff decide to create a new assignment expected to exceed sixty (60) days and not listed above, he shall notify the Union President ten (10) working days (except in an emergency) prior to any position being filled and such assignment shall be amended to the present list. Further, if an assignment opportunity occurs, the Sheriff shall post such opportunity for a period of fourteen (14) calendar days. The posting all include assignment information and requirements. The Sheriff shall select, at his discretion, from those employees who have applied in writing to fill vacancy. The Sheriff decision shall be non-arbitrable.

10.1.6 **The assignment of Training Sgt., Administrative Sgt., Programs Sgt. and I.D. Officer shall be at the complete discretion of the Sheriff.**

10.1.7 Classification Officer- Will be bid by seniority every 12 months
Grievance Officer- Will be bid by seniority every 12 months

10.2 Training Programs

10.2.1 The Office of the Sheriff will continue to provide annual in service training to corrections. Whenever any training program is made available for employees to participate, a notice of such available training program must be posted on all bulletin boards for no less than fourteen (14) calendar days so that all interested employees may have an opportunity to apply for such training. In the event that posting for fourteen (14) days is impractical, the Union will not unreasonably deny a request to shorten such posting period. Training intended and directed for all division personnel, but unable to be delivered in one continuous period, need not be posted.

10.3 Promotion and Filling of Vacancies in Competitive Titles

10.3.1 It is understood and agreed that the selection of employees for filling promotional opportunities to higher paying jobs, vacancies, or new job openings occurring within the bargaining unit in job titles designated as competitive by the Broome County Department of Personnel shall be made in accordance with the Law from an appropriate Civil Service Eligibility list, except that more specifically:

1. candidates from within the bargaining unit on an established promotional list shall be given preference before any other candidates may be considered,

2. selection of candidates from the promotional list shall be made before any consideration may be given to names appearing on any other list, provided such other list is not older than four (4) years,

3. Upon the exhaustion of the promotional list and the absence of any other established civil service eligibility list, provisional appointments to fill such competitive positions with the bargaining unit shall be made from among other employees who have indicated a desire to be considered for those positions in accordance with the procedures set forth in Article 10.1 of this Agreement,

4. Nothing herein shall be construed to contravene the one and three rule of the New York State Civil Service Law.

10.3.2 If any employee selected to fill a position on a provisional basis is found to be unable to carry out the responsibilities of the position for which he was selected, or if the employee voluntarily relinquishes such position, then such employee shall be restored to his former position or assignment.

10.4 Out-of-Title-Assignment

10.4.1 Whenever it becomes necessary to temporarily fill a vacancy in a higher classification or assignment created by reason of illness, vacation, leave of absence or any other reason, with an employee in a lower classification or assignment, the filling of such temporary vacancy shall be made initially from among those employees in the immediate unit the temporary vacancy occurred. The assignment shall be made by selecting from among those employees whose ability to do the job is equal, the employee with the greatest seniority as defined in 9.1.2 of the Agreement.

10.4.2 When an employee is assigned to fill a temporary vacancy in a higher classification or assignment, the order shall be in writing with the approval of the Personnel Officer. Such employees will have their salaries adjusted to the rate of the higher classification subject to the following conditions:

(a) Employees must be assigned in the higher classification an accumulated period of ten (10) working days to qualify.
(b) Except for those employees assigned to a higher classification on a regular and continuing basis, employees must be assigned in writing for a period in excess of two (2) days.
(c) The employee's salary will be adjusted on the same basis as is set forth in the first paragraph above. Said adjustment will cease upon completion of the written assignment.

10.5 Lay-Off and Notification

10.5.1 It is understood and agreed that in the event the Public Employer plans to lay off employees in this bargaining unit for any reason, the Public Employer will notify the Union in writing of its plans at least thirty (30) days prior to the date that such action is proposed to commence. Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated lay off, the effect it will have on employees within the bargaining unit, the community at large, and the discussion of alternative measures, if any.

10.5.2 Such lay off shall be accomplished by laying off first all provisional employees in the inverse order of seniority and secondly, all probationary employees in the inverse order of seniority. If further lay-offs are necessary, then permanent employees shall be layed off in classification in the inverse order of their seniority, subject only to the appropriate provisions of State law applicable to veterans and to any other

provisions of this Agreement that may apply.

10.6 Displacement Rights of Employees Holding Non-Competitive Class Titles

10.6.1 When a permanent employee within any non-competitive classification or title is layed off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to displace an employee with less seniority or accept lay off. Such employee may, if he so desires, displace an employee in an equal or lower non-competitive job classification or title, provided the displacing employee had greater seniority than the employee whom he displaces. An employee holding a non-competitive class title who is being layed off may exercise his seniority rights to displace any other competitive class employee with less seniority if such employee previously held a title in that competitive position.

10.7 Displacement Rights of Competitive Class Employees

10.7.1 When a permanent employee within any competitive classification or title is layed off due to a reduction in the work force, he may displace another employee serving in the same job classification or title, or lower classification or title in direct line or promotion, providing the displacing employee has greater seniority than the employee whom he displaces.

10.8 Recall Rights

10.8.1 Laid off employees shall be placed on appropriate recall lists in order of their seniority. The recall rights of employees shall expire after a period equal to their seniority, but in no case less than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent by registered or certified mail to the employee's last known address.

10.8.2 When the work force is increased after a layoff, employees shall be recalled according to their seniority from the appropriate list, such notice of recall being sent to each employee being recalled at his last known address by registered or certified mail. The Union shall be notified at the same time the employees are being notified. Any employee, who fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, shall be considered a quit, unless extenuating circumstances as determined by the Sheriff, make it impossible for an employee to comply. It is understood that no new employees will be hired until all employees on layoff have been recalled.

ARTICLE 11
WORK HOURS AND SCHEDULES

11.1 Regular Work Hours

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

11.2 Work Week and Work Shift

11.2.1 The regular work week for the Corrections Division shall consist of four (4) consecutive days on and two (2) consecutive days off, with the exception of the following: Correction Lieutenant, Correction Officer on Transport Duty, Correction Officer on Visitation Duty, Correction Officer on Grievance Duty, Training Sergeant, Administrative Sergeant, Correction Officer on Classification Duty, Correction Officer on Program Area Rover Duty. Officers assigned to the duties listed as exceptions, including Court Officers, shall work a schedule consisting of five consecutive days on (Monday-Friday) and two consecutive days off.

11.2.2 The regular work day or work shift for all employees shall consist of eight (8) consecutive hours within a twenty-four (24) hour period, commencing from the employees regular starting time, which shall include a paid lunch period of one-half (1/2) hour. All employees shall be scheduled to work on a regular work shift which shall have a regular starting and quitting time.

11.3 Work Schedules

11.3.1 Work schedules showing all Correction Officers' work shifts and work days shall be maintained by the various units of the Sheriff's Office and posted on the Sheriff's Correctional Facility's Briefing Room

bulletin board.

11.3.2 An employee's regularly scheduled work shift may not be changed for the purpose of recalling such employee to work on another work shift, which either begins at the end of the employee's regular work shift or at any other time, unless twenty-four (24) hours notice is given.

11.3.3 It is understood and agreed that the basic work week and work shift scheduling that will be in force as of the effective date of this Agreement shall not be changed unless the changes are mutually agreed upon by the Sheriff and the Union.

11.3.4 The Sheriff shall be responsible for the determination of the number of work shift slots on each shift which are available in each Division. Effective January 1, 2001 or the date of execution of this agreement, whichever is later, all employees within Corrections who work in a shift operation shall be allowed to bid on existing work shifts on the basis of seniority. Such work shifts shall be rebid once every four (4) months. This bidding procedure shall be conducted during the months of November (for January, February, March, and April), March (for May, June, July, and August), and July (for September, October, November, and December). Implementation date of shift bid selection shall be no later than January 1, May 1, and September 1.

Shift bidding will take place as follows:

1. Beginning the date that this agreement takes effect, all covered employees within the Corrections Division will be called into the Administrative Lieutenant's office, one at a time, and by seniority.
2. Each person when called in will be prepared with their preference for the shift they wish to bid.
3. Officers on leave at the time of bidding may submit their request in writing to the Administrative Lieutenant during the month in which the bidding occurs. Such written requests shall be considered the same as a shift bid meeting with the Administrative Lieutenant. Final results of the shift bidding shall be tabulated until the close of the shift bid period.

11.3.5 Any shift vacancies which occur during the first 30 calendar days of a bid period shall be bid once at the end of the above referenced 30 days. That one time bid shall be by seniority as defined in Article 9.1.1.

Any vacancy that occurs 31 days after the bid period shall not be bid until the next regular bidding period.

11.3.6 Probationary employees shall not have the right to bid during their probationary period and the Sheriff shall have the right to assign them as he sees fit.

Further, any vacancy that the Sheriff desires to fill and that is not filled by a probationary or not filled in accordance with 11.3.4 and 11.3.5 shall be filled by the Sheriff using an inverse order of seniority (not on probation).

11.4 Substitutions

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

11.5 Work Report

11.5.1 In the event that a public or personal transportation breakdown or severe storm makes it impossible for employees covered by this Agreement to report to work, such failure to report for work may be charged to vacation leave credits or be taken without pay.

ARTICLE 12
OVERTIME, PREMIUM PAY AND STAND-BY

12.1 Overtime Distribution

12.1.1 Overtime work shall be offered equally to employees working within the same job classification.

12.1.2 An announcement will be made at the start of each work shift by the shift Zone One Sergeant for any unscheduled overtime which may occur during the day. Any employee interested in working overtime will be noted by the shift Zone One Sergeant on a voluntary overtime list.
In the event the employee is not available for briefing, it will be the employee's responsibility to notify the shift Zone One Sergeant that they want to be included on that day's voluntary overtime list. All overtime which occurs during that shift will be filled from the above mentioned voluntary overtime list as the overtime becomes available.
In the event more than one employee volunteers for the overtime, the employee with the furthest date back of last overtime shall be entitled to the overtime. Employees with the same date (tie), seniority shall prevail. Employees may elect to turn down the available overtime if they are no longer interested in working the overtime. Volunteers for overtime shall be given the opportunity to work the overtime first. Prior to forcing any employee to work overtime, all volunteers will be exhausted.

12.1.3 Overtime work shall be offered on a voluntary basis. In the event no one volunteers, the Sheriff or designee may assign overtime. Such assignments shall be made in order of rotating inverse seniority.

12.1.4 For purposes of implementing forced overtime a list of inverse order of seniority by shift will be maintained. The following shall apply:
1. If an officer works four (4) or more hours of overtime, regardless of whether it is prior to or following his or her regular scheduled work shift or on a regular day off, that time shall count as overtime worked and it shall be indicated on the inverse order of seniority list as such.

2. In order for this to be credited as overtime worked on the inverse order of seniority list, the officer MUST work four (4) hours of overtime.

3. The forced overtime, or inverse order of seniority list shall indicate all dates on which an officer has worked overtime, forced or otherwise. When there is an overtime slot to fill the supervisor in charge of filling the shift in question shall refer to the inverse order of seniority list and the officer who worked overtime on the furthest date back on the list shall work the forced overtime on the date in question. In the event of a tie, seniority shall prevail with the least senior officer forced for the shift opening.

4. If an officer is forced to work overtime, the overtime worked under the force, at the option of the officer, shall be credited on the inverse order of seniority as long as the employee works a minimum of one-half hour of forced overtime. This shall only apply to forced overtime situations of 2 hours or less. The option must be exercised at the completion of the force.

5. An officer whose name comes up on the forced list while on paid leave of any sort (sick, vacation, military, school, bereavement, etc.) which is in excess of three (3) days shall have his or her name removed for that instance. In other words an officer shall not come back off of such leave and have to automatically stay because his or her name came up while he or she was out.

6. An employee shall not be forced to work more than sixteen and a quarter (16.25) consecutive hours.

12.2 Overtime Premium Pay

12.2.1 Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day, before or after any regular scheduled work shift, or for work performed on any scheduled day off, except for normal shift rotation changes.

12.2.2 Any employee required to work four (4) hours of overtime following his regular full work day shall be granted one-half (1/2) hour off with pay at the overtime rate for the purpose of eating, and an additional one-half (1/2) hours off with pay for each subsequent four (4) hour period of over-time to be followed by additional

overtime. This provision is intended only to apply to overtime work following regular working hours.

12.2.3 All in-service training such as fire arms instruction and qualification, training films, and seminars held on or off the premises after or prior to an employee's regular work shift, shall be considered as overtime, and shall be paid for at the time and one-half rate.

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

12.3 Court Time

12.3.1 Employees who are required to appear in any court or other regulatory or administrative agency in connection with their **required** duties at any time other than during their regular scheduled work shift shall be paid time and one-half (1/2) their regular straight time rate of pay for all hours worked, including travel time, with a minimum guarantee of **four (4) hours** at the time and one-half rate of pay.

12.3.2 Employees subject to court duty shall be compensated for their use of personally owned vehicles at the mileage allowance pursuant to federal IRS regulations established at the time the mileage was incurred.

12.4 Call Out Time

12.4.1 Employees called out for emergency duty in addition to or outside of their regular scheduled work shift shall be paid time and one-half their regular straight time rate of pay, with a minimum guarantee of four (4) hours.

12.4.2 In any cases where the call out work assignment and the employees' regular work shift overlap, the employees shall be paid the call out rate for the guaranteed minimum of four (4) hours in addition to being paid for their entire regular work shift at their regular rate of pay. This section applies to circumstances where the employee is ordered by the division commander to report. It does not apply when an employee volunteers to report.

12.5 Weekend shift hours for Lieutenants will be worked between the hours of 0700 to 1100 hours, unless otherwise approved by the Sheriff. A maximum of four (4) hours will be allotted to cover sick or vacation leave for the second and third shift security Lieutenant position.

ARTICLE 13
SALARIES, WAGES AND OTHER EMOLUMENTS

13.1 Salary Schedules

13.1.1 Employees shall be compensated in accordance with the salary schedules in Appendices C, D, E and F attached to this Agreement.

The schedules in Appendices C, D, E will reflect the following:

1/1/2011	**Increase of 2% -Retroactive increase**
1/1/2012	**Increase of 3%**
1/1/2013	**Increase of 3%**
1/1/2014	**Increase of 3%**

13.1.2 Each full-time employee shall receive a performance step on his anniversary date in title, provided that he has received a satisfactory performance evaluation. For the purposes of this salary plan, the term "anniversary date in title" shall mean the day upon which the employee assumed the duties and responsibilities of a particular title, whether on a temporary, provisional, probationary or permanent basis, as reflected in his Report of Personnel Change on file in the Department of Personnel.

13.1.3 Each unsatisfactory performance evaluation shall be accompanied by counseling, along with appropriate documentation which shall be transmitted to the employee during the course of the twelve (12) month period preceding his anniversary date in title.

13.1.4 Each employee who receives an unsatisfactory performance evaluation may utilize the following procedure:

1) Upon written request from the employee within thirty (30) days after receipt of an unsatisfactory performance evaluation, the department head and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the department head shall provide to the employee a written determination which shall either affirm or reverse the said performance evaluation and state the reasons therefor.

2) Upon written request from the employee within ten (10) days after receipt of a determination affirming his unsatisfactory performance evaluation, the Personnel Officer and the employee shall meet as soon as practicable to review the said performance evaluation. Within ten (10) days after the said meeting, the Personnel Officer shall provide to the employee a written decision which shall either affirm or reverse the said performance evaluation and state the reasons therefor.

3) Upon written request from the employee within ten (10) days after receipt of a decision from the Personnel Officer affirming his unsatisfactory performance evaluation, the Personnel Committee and the employee shall meet as soon as practicable to review the said performance evaluation. The Committee shall consider the unsatisfactory performance evaluation, the determination of the department head, the decision of the Personnel Officer and such other materials submitted by the parties, including oral testimony, which it deems relevant to the inquiry. The burden of proving unsatisfactory performance shall be upon the County. Within thirty (30) days after the said meeting the Committee shall issue to the parties a decision which shall either affirm or reverse the said performance evaluation and state the reasons therefor.

4) Each employee who utilizes this procedure shall have the right to be represented by the Union throughout the proceeding.

5) An employee who is denied a performance step increment after exhausting the above appeals may submit the dispute to the grievance procedure outlined in Article 7.

13.1.5 It is understood that unless otherwise authorized by the County Legislature the Sheriff or others empowered to hire employees must hire employees at the minimum of the range established for the position as set forth in the salary schedule appearing in the appendices of this Agreement.

13.2 Promotions

13.2.1 When an employee is promoted to a position having a higher rate of pay, on the effective date of such promotion his base rate of pay will be increased to the pay rate for the higher paying classification.

13.3 Pay Days

13.3.1 Employees will be paid on the same day every other week. Should a holiday fall on such a day, then the preceding day shall be the payday.

13.3.2 Employees who work shifts that end prior to the beginning of the regular business day of the County shall be paid prior to their leaving the premises upon the completion of their regular tour of duty, if practicable, as determined by the Sheriff.

13.4 Longevity Service Pay

13.4.1 Each employee shall receive in addition to his/her base rate of pay, longevity service pay as follows:

Years of Continuous Service	Amount	**1/1/13**	**1/1/14**
5-9 years	$600	**$750**	**$900**
10-14 years	$900	**$1,050**	**$1,200**
15-19 years	$1,300	**$1,450**	**$1,600**
20 + years	$1,550	**$1,700**	**$1,850**

13.4.2 Employees who have completed the required amount of continuous regular service in each calendar year shall receive the specified longevity pay in November of that same year.

13.4.3 An authorized or unauthorized absence without pay shall not be used in the computation of years of continuous service for the purposes set forth above.

13.5 Shift Differential Pay

13.5.1 A shift differential of sixty ($.90) cents an hour shall be added to the regular rate of pay for work on the second shift and third shift. Said shift differential shall be paid to employees working said shifts regardless of whether or not they have been assigned on a rotating basis or by bid.

13.5.2- New- Shift differential will be paid:

a. When the employee's regular work shift consists of 4 hours or more on any shift that requires shift differential pay.

b. When the employee is required to report at 7AM and when they are required to work past their regular quitting time.

c. Shifts with regular hours of 7AM-3PM: 8AM-4PM; 8:30AM-4:30PM; 9AM-5PM are day shifts – employees bidding these shifts will not be eligible for shift differential for any hours during those times.

13.6 Pre-Shift Reporting Pay

Regular full-time law enforcement employees and corrections officers regularly required to report to work at least fifteen (15) minutes prior to the starting hour of their shift shall be compensated for this time at their regular rate of pay. (ie: 15 minutes = ¼ of the hourly rate). Any employee not reporting for the pre-shift report shall not receive pay for this time. The decision to require pre-shift report shall be at the sole discretion of the Jail Administrator and shall not be grievable.

13.7 Education Bonus

13.7.1 Effective January 1, 2001, any employee who possesses or completes a degree from an accredited college, will receive an annual bonus that will be paid as follows:

A) The degree must be in the fields of criminal justice, corrections, public administration or business.

B)

Associate's degree	=	$400.
Bachelor's degree	=	600.
Master's degree	=	800.

13.8 Training Pay All active Field Training Officers who have performed field training duties in a calendar year, shall receive in addition to their salaries, a $250 (two hundred fifty) annual payment. This payment shall be in January for Field Training Officer service in the prior year.

ARTICLE 14
SPECIAL EMOLUMENTS

14.1 Travel Allowances

14.1.1 All employees who are required to travel to other distant areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals, road tolls, and other incidental expenses incurred that is related to such trip in accordance with current County Accounting Rules of Procedure.

14.1.2 Employees who are required by the Department to use their own personal automobile on any official business, including court time, will be reimbursed for such use at a rate equal to the mileage allowance pursuant to Federal IRS regulations. Increases shall become effective concurrent with any IRS change.

14.2 Uniforms and Equipment

14.2.1 The Quartermaster as necessary will issue replacement clothing.

14.2.2 A committee consisting of the Director of Purchase, the Personnel Officer, the Sheriff and one member of the Union is hereby established to monitor the operation of the Quartermaster section.

14.2.3 Shoe polish and saddle soap shall be available to all sworn personnel.

14.2.4 Officers may give permission for aged bullets to be expended on the pistol range.

14.2.5 Bullet proof vests will continue to be supplied to all personnel requiring such. The Office of the Sheriff agrees to replace vests as they wear out and become ineffective.

14.3 Service Weapons and Ammunition

14.3.1 All employees who are periodically requested by the Sheriff to qualify in the use of firearms will be supplied ammunition for use at firing ranges sufficient to provide for at least one usage every twelve (12) months, the number of rounds to be established by the Sheriff.

14.3.2 The Public Employer will assume the responsibility and cost of maintaining any and all weapons issued by the Sheriff.

ARTICLE 15
PENSIONS

15.1 Coverage

15.1.1 The Public Employer agrees to provide coverage for all employees employed prior to July 1, 1976 covered by this Agreement who are eligible under the New York State Retirement System Plan 89-a. All civilian employees not eligible for coverage shall be covered under 75(i). The cost of such coverage shall be borne in its entirety by the Public Employer. In addition, the Public Employer further agrees to provide the benefits of the accumulated sick leave conversion provision (Section 41j) at no cost to the employee.

15.1.2 Employees hired after July 1, 1976 will be subject to the provisions of the 1976 Pension Reform Act.

15.1.3 It is understood and agreed that should the State Legislature permit participation in any 20 year pension system, this section shall be reopened for negotiations; however, this section must be reopened for negotiations within thirty (30) calendar days of the signing by the Governor.

15.1.4 Broome County provides 25 years, one-half pay (89-M) retirement under the New York State Retirement System.

ARTICLE 16
LIFE INSURANCE

16.1 Coverage

16.1.1 Employees covered by this Agreement whose annual salary exceeds $2,000 and who appears on a regular County salary budget line item, or who works a minimum of twenty (20) hours per week and whose salary appears on a regular County salary budget line item, shall be entitled for coverage for an amount of $5,000.

16.1.2 In addition, any employee covered by this Agreement who is a member of any of the various State retirement plans is entitled to the death benefits as provided for in the law.

ARTICLE 17
HOSPITALIZATION AND MEDICAL BENEFITS

17.1 Hospitalization and Medical Benefit Coverage – An advisory committee will be established with goals of reducing future escalation of health care costs. Corrections Local 2012 will be represented on such committee. Any savings realized through the efforts of this committee will be shared with the parties. This agreement may be re-opened to negotiate desired changes to the plan as the result of the County's and Union's efforts.

17.1.1 The Public Employer agrees to continue and maintain a health insurance program equivalent to that provided on December 31, 2006. The Public Employer shall pay eighty-five (85%) percent of the premium cost for employee and dependent coverage. A summary of coverage shall be made available to each employee in handbook form.
All employees eligible for health insurance coverage hired subsequent to final ratification by both parties of the 2011-14 contract will be eligible for medical insurance coverage in the Broome County RMSCO Advantage Plan only on the first of the month following one month of employment. These employees electing to enroll in this Plan will be offered an opportunity to switch into another health plan offering, if desired, at the next open enrollment period following at least one year of enrollment in the Advantage Plan. Employees hired prior to final ratification of the 2011-14 contract may elect to enroll in the Advantage Plan beginning January 1, 2012. Those employees electing coverage under the Advantage Plan will have the opportunity to switch back into another health plan offering at the next open enrollment period following at least one year of coverage under the Advantage Plan.

Insurance eligible employees hired after final ratification of the 2011-14 contract by both parties shall pay 20% of the premium cost for employee and dependent coverage for the life of the contract. Current employees as of final ratification of the 2011-14 contract will continue to pay 15% of the premium cost for employee and dependent coverage. Effective January 1, 2013, these employees will pay 16%; as of January 1, 2014, employees will continue to pay 16%. Effective December 31, 2014, these employees will pay 18%.

17.1.2 A pre-admission certification program shall be made part of the Broome County Health Plan.
The prescription card co-pay levels shall change following final ratification of the 2011-14 contract by the Union and County as follows:

Generic RX	=	**$5 per prescription**
Formulary RX	=	**$20 per prescription**
Non-formulary RX	=	**$35 per prescription**
Mail Order Maintenance prescriptions	=	2 times the retail co-pay for a **90-day** supply.

Filled prescriptions must be limited to a thirty (30) day supply.

17.1.3 It is understood and agreed that coverage under the Health Insurance Plan will continue to be provided to the surviving legal spouse and dependent children under the age of nineteen (19) of any

Correction Officer who is killed while in the performance of his duties with the Sheriff's Department, the full cost of which to be borne by the Public Employer, as long as such surviving legal spouse remains unmarried.

17.1.4 The Union agrees to meet with the County and other bargaining units in the review/revision of the health benefits plan. This reopening of the contract will be on the issue of health benefits only.

17.1.5 An employee who retires on or after the final execution of this agreement shall contribute toward the health insurance premium cost for individual or family/ dependent coverage in an amount equivalent to that paid by active employees, as agreed to in future contracts.

ARTICLE 18
INDEMNIFICATION

18.1 Civil Liability Claims

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

ARTICLE 19
HOLIDAYS

19.1 All employees shall receive two (2) lump sum payments, in equal amounts, totaling:

Supervisors	$2,500
Step 4	$2,400
Step 3	$2, 300
Step 2	$2,200
Step 1	$2,100

These lump sum payments shall be paid in the first full payroll periods in June and December.

These lump sum payments shall be in lieu of any holiday pay and shall be separate and apart from the employee's base pay and shall not be used to compute an hourly rate.
Commencing with the lump sum payment due in June 2004, the amount of the lump sum payment shall be increased by the same percentage of increase, if any, negotiated for the salary schedules.

19.2 Recognized and Observed Holidays by Employees Regularly Assigned to Work a 5-2 Work Schedule

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

All employees regularly scheduled to work Monday through Friday with Saturday and Sunday off (hereinafter 5-2 employees) shall be granted holidays at their regular rate of pay.

19.2.2 Observance of the above stated holidays shall be in accordance with the observance prescribed by the Broome County Department of Personnel.

19.2.2a The parties shall continue the practice in regard to leave time provided to veterans regarding holidays as set forth in Chapter 47, Article 4, Section 63 of the Public Officers Law.

19.2.3 When a legal holiday falls on a Saturday, the preceding Friday will be considered a holiday with pay. When a holiday falls on a Sunday, the following Monday will be considered a holiday with pay.

19.2.4 Holidays for 5-2 employees will constitute days off with pay. Such employees who are required to work on such holidays shall receive double-time of their regular hourly rate of pay for all hours worked.

19.2.5 Employees required to work religious holidays shall be permitted to attend religious services if scheduling allows, provided a request for such time is made in writing at least five (5) calendar days in advance of the holiday. Such time is to be deducted from accrued vacation leave time.

19.3 Observance of Holidays by Employees Regularly Assigned to Work a 4-2 Work Schedule

19.3.1 If a 4-2 employee is scheduled to work on a holiday listed in 19.2.1 above he/she shall receive his/her regular hourly rate of pay for all hours worked. If he/she is required to work overtime on the holiday, he/she shall receive triple their regular hourly rate of pay for any hours worked in excess of eight (8) hours. This is in lieu of any overtime pay in Article 12.

19.3.2 If a 4-2 employee is called in to work on a holiday for which he /she was not previously scheduled to work, the employee shall receive triple his regular hourly rate of pay for all hours worked including hours worked beyond eight (8) hours.

19.3.3 Commencing January 1, 2004, if a 4-2 employee is scheduled to work on any holiday, including January 1, 2004 and calls in sick on the holiday, he/she shall be charged with a sick day and receive sick pay computed at his/her regularly hourly rate of pay and his/ her next lump sum payment shall be reduced by 11.534%.

19.3.4 If a 4-2 employee is scheduled for vacation on the day on which a holiday falls he/she shall be charged a vacation day and shall receive vacation pay computed at their regular hourly rate of pay.

19.3.5 Pre-shift reporting time for all employees working on a holiday shall be paid at time and one-half the employee's regular hourly rate of pay.
Holiday pay stipends will be pro-rated on the full compliment of 13 holidays in the calendar year for all employees separating from the Corrections unit. At time of separation, employees will be credited for all holidays while employed.

ARTICLE 20
VACATIONS

20.1 Vacation Allowance and Eligibility

20.1.1

Employees with less than one (1) year of service as of January 1st shall receive one (1) day per month of service as vacation.

Employees with one (1) year but less than five (5) years of service shall receive twelve days of vacation.

Employees with five (5) to ten (10) years of service shall receive eighteen (18) days of vacation.

Employees with eleven (11) to seventeen (17) years of service shall receive nineteen (19) days of vacation.

Employees with eighteen (18) to nineteen (19) years of service shall receive twenty (20) days of vacation.

Employees with nineteen (19) to twenty (20) years of service shall receive twenty-one (21) days of vacation.

Employees with twenty (20) to twenty-four (24) years of service shall receive twenty-two (22) days of vacation.

Employees with twenty-five (25) or more years of service shall receive twenty-four (24) days of vacation.

20.1.2 The vacation year shall be January 1 to December 31 each year. Vacation earned in one year is eligible to be taken the following year.

20.1.3 An employee who has completed one (1) year of continuous full time service shall be entitled to a carry over of one (1) week only of accrued vacation. After five (5) years of continuous service, an employee shall be entitled to carry over two (2) weeks accrued vacation, subject to the approval of the division head or his designee. Carry over requests shall be made at least three (3) months in advance of the calendar year.

20.1.4 An unauthorized absence of one (1) year or less or an authorized absence without pay shall not result in an interruption of said years of continuous employment, but shall in no event be used in computation of the said years of continuous employment as set forth above.

20.2 Choice of Vacation Periods

20.2.1 An employee will be granted the amount of his vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing in 20.1 above, except that should circumstances make it necessary for the Sheriff to limit the number of employees on vacation at the same time the employee with the greater seniority shall be given his choice of vacation periods in the event of conflicts.

20.2.2 Effective January 1, 2001 or the date of execution of this agreement, whichever is later, vacation schedules shall be posted in the Corrections Ready Room at the Public Safety Facility once every four (4) months. The vacation bid periods shall be January to April, May to August, and September to December. Vacation bidding shall be conducted during the months of December (for January, February, March, and April), April (for May, June July, and August), and August (for September, October November, and December). For example, bids for January 2001 to April 2001, shall be made in December 2000. Employees may split their vacation periods into three (3) or more segments.

Vacation Bidding will take place as follows:

1. Beginning the date that this agreement takes effect, all covered employees within the Correction Division will be called into the Administrative Lieutenant's office, one at a time and by seniority.
2. Each person when called in will be prepared with their preference for the vacation period they wish to bid.
3. Officers on leave at the time of bidding may submit their request in writing to the Administrative Lieutenant during the month in which to bidding occurs. Such written requests shall be considered the same as a vacation bid meeting with the Administrative Lieutenant. Final results of the vacation bidding shall not be tabulated until the close of the vacation bid period.

20.2.3 Unscheduled vacation requests may be granted by the Sheriff. Such vacation shall be granted on a first come first serve basis, except requests for emergency vacation leave.

20.3 Computation of Time and Pay

20.3.1 For employees who normally are not scheduled to work on holidays on a 5/2 work schedule, when a recognized and observed holiday falls during their vacation period, it will not be charged against the employees vacation credits.

20.3.2 All paid leave, including sick leave, with the exception of 207(c) leave, shall be considered as time worked in determining vacation credit entitlement. Leaves of absence without pay shall not be credited for vacation credit purposes, except if such leave of absence is for Union business as provided for under the terms of this Agreement, and such leave does not exceed three (3) months in any calendar year.

20.3.3 Vacation pay shall be calculated at the employees regular pay in effect for the position the employee holds at the time he takes his vacation, which shall also include any shift differential, or any other emolument he may be entitled to on a regular basis.

20.4 Transfer Rights and Separation

20.4.1 If an employee is transferred to another department within County service outside of jurisdiction of this bargaining unit, all vacation credits the employee may have accumulated under the provision of this Agreement shall be transferred with him to his new job.

20.4.2 An employee who is discharged, resigns, retires, or is layed off prior to taking his accrued vacation shall be compensated in cash for all of his accumulated vacation credits. In the event of a death of any employee, the employee's estate will receive full payment of all such deceased employee's unused vacation credits.

ARTICLE 21
PAID LEAVES OF ABSENCE

21.1 Bereavement Leave of Absence

21.1.1 The Public Employer agrees to grant a bereavement leave in the event of a death in the immediate family of an employee covered by this Agreement. The employee shall be entitled, when such leave is so required, to the next three (3) workdays with regular pay to arrange for or attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, son or daughter-in-law, mother-in-law, or father in-law, of the employee. One (1) workday bereavement leave will be allowed to attend the funeral and/or burial of a sister-in-law, brother-in-law, and grandparents of employee's spouse. One workday bereavement leave will also be allowed to attend the funeral and/or burial of the aunt or uncle of the employee. The bereavement time to which an employee shall be entitled shall not be deducted from sick leave or vacation time.

At the sole discretion of the Sheriff and with his written consent, an employee may be granted over the three

(3) actual days depending on the circumstances of said bereavement leave.

21.1.2 In the event of a death in the immediate family of an employee that occurs while such employee is on vacation, such employee, upon request, shall be granted the option of extending his vacation time for the additional period provided under 21.1.1, provided, however, that certified proof of such death is forthcoming as properly attested to by the attending physician or other authority acceptable to the Public Employer.

21.2 Civic Duty

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

21.3 Blood Donation

21.3.1 Employees who are to donate blood for any purpose shall, upon written request, be granted such leave of absence with no loss of time or pay for the period requested as determined by the Sheriff, with no deduction made from any other leave benefit.

21.4 Civil Service Examinations

21.4.1 Employees shall be permitted the necessary time off as determined by the Sheriff, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional Civil Service examination held by the Broome County Department of Personnel. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held and further provided that necessary staffing requirements as determined by the Sheriff are met.

21.4.2 Employees needing to request alternate test dates for Civil Service examinations may do so in accordance with Personnel Officer's Resolution – Policy for Alternate Test Dates dated 10/1/93.

21.5 Military Service Leave and A Drill

21.5.1 Military Leaves of Absence shall be governed by the New York State Military Law.

21.5.2 A permanent employee granted full time military leave of absence pursuant to the Military Law shall, upon returning to County employment within ninety (90) days following the date of his military discharge, be reinstated at the same salary he would have received, including annual increments, had he been able to remain on the job.

ARTICLE 22
SICK LEAVE

22.1 Allowance and Eligibility- **For the purposes of this section, sick leave shall mean absence resulting in the use of sick time and/or family illness time for one or more consecutive work days or use of partial days of four (4) hours or more.**

22.1.1 Employees contracting or incurring any non-service connected sickness or disability, including pregnancy and maternity care where a certified disability exists, who are quarantined by health authorities, or who must make medical, optician or dental visits during their regular working hours, shall be entitled to receive sick leave at full pay for all such absences. Such leave, not to exceed ten (10) work days in any one calendar year, may be used also in the event of illness in the immediate family of such employee (the employee's spouse, parent, children, grandparents) where their presence is necessary. After any such absence for family illness the Sheriff may require a statement from the attending physician explaining the necessity of the employee's presence.

22.1.2 Each permanent employee covered by this Agreement shall after one (1) month of continuous service, be entitled to accumulated sick leave as hereinafter provided from the time of their employment, except that temporary employees without permanent status shall not be entitled to such benefit until completion of one (1) year of continuous service.

22.1.3 Employees shall accumulate sick leave credits at the rate of one (1) working day per month for each month of employment for as long as the employee is employed with the Sheriff's Department. No credit for sick leave shall be accumulated by an employee for any month such employee has not been on full pay status at least fifty (50%) percent of the working days of the calendar month.

22.1.4 It is understood and agreed that an employee will not be required to produce a physicians certification of illness as a condition of payment of sick leave, if such employee is absent from work as the result of such illness for a period of up to three (3) consecutive days or more. When an employee is absent more than three (3) consecutive days employer may require, within three (3) work days of the employee's return to work, a statement from the employee's physician indicating the nature of the illness and the employee's fitness to return to work. Notwithstanding the foregoing, if the Employer has reason to believe

that an employee is abusing his sick leave privilege, he may require proof of illness prior to charging any absence to sick leave credits.

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

22.1.6 The fraudulent use of sick leave shall be grounds for disciplinary action.

22.1.7

a. For the purpose of this section, "12 month period" shall mean "in the previous 12 months". "Sick leave frequency" shall mean absence resulting in the use of sick time for one or more consecutive workdays or use of partial days.

b. An employee who uses seven leave frequencies during a 12-month period shall receive a written counseling regarding the amount of sick time usage.

c. An employee who uses eight leave frequencies during a 12-month period shall receive a warning regarding the amount of sick time usage.

d. An employee who uses nine sick leave frequencies during a 12-month period shall receive a final written warning regarding sick time usage. In addition, the employee, with union representation will meet with the Jail Administrator or designee to discuss the sick time usage and set parameters for what will be considered acceptable levels of sick time usage in the future.

e. An employee who uses ten or more sick days or who violates the parameters established under paragraph "d" will be referred to the Sheriff for formal disciplinary action in accordance with Article 8.

f. The Union and the Sheriff shall mutually select a committee of three persons. An employee who would be impacted by this section shall be entitled to appeal to the committee. The committee may elect to exempt the employee from the provisions of this section. The decision of the committee shall be final.

22.2 Extended Sick Leave

22.2.1 Extended sick leave without pay may be authorized for employees who, because of extended illnesses, have exhausted all of their sick leave credits and all other paid leave benefits provided by this Agreement. Such extended sick leave may be granted to employees provided that the employee's physician has submitted a statement certifying the nature of the employee's illness and the expected length of time the employee will be disabled, such document to be filed with the Sheriff within seven (7) calendar days of the employee being informed by his physician of said disability. The maximum period of time that extended sick leave may be granted may not exceed one (1) year, subject to the approval of the Sheriff and Personnel Officer.

22.3 Disability Insurance Plan

1) Effective the first day of the month following ratification and final approval by the County Legislature, the County will provide a disability insurance program for all employees covered under this labor agreement. The county may self-insure the program.

2) All bargaining unit members shall pay $10.00 per paycheck towards the cost of the disability plan for the term of the contract.

3) Benefits

a) No benefits shall be paid during the 30 day waiting period.

b) Employees must exhaust all accumulated sick leave prior to collecting any disability benefits.

c) Benefits shall be payable bi-weekly. The benefit shall be 1/26th of the employee's current annual base pay as established in Appendix E.

d) Benefits are payable for a maximum of 26 weeks of a 52 week period. The 26 week period commences with the first day of payment.

4) Employees will continue to accrue sick, vacation and longevity credit during any period while receiving paid disability benefits. The employee will be considered to have no interruption in service while on disability. The employee will continue to be responsible for the payment of all negotiated benefit payments during any disability absence. The County will bill affected employees monthly of the insurance benefit payments owed.

5) The County may hire Third-Party Administrator to administer the benefits. The Third-Party Administrator will administer benefits in accordance with this Article and in the absence of specific contract language, New York State Law, Rules and Regulations shall apply.

6) A denial of benefits issued by the Third-Party Administrator shall not be subject to the grievance process provided for in Article 7, but is reviewable to the Third Party Administrator upon request of an employee within the policies of that Third Party Administrator.

7) All unit members must provide (or facilitate the provision of) any medical verification of the illness claimed. Failure to comply with a reasonable request for documentation of a condition, including condition updates, shall be a basis for a denial of benefits.

8) Except as otherwise required by federal or state law (including, but not limited to, the Mental Health Parity Act) no unit member shall be eligible for any illness or injury that is either intentionally self-inflicted or is caused by the active use of illegal drugs. Rehabilitation for drug abuse is not excluded by the preceding sentence.

9) All benefits payable hereunder shall be reduced, dollar for dollar, by any other statutory benefit program (e.g. no-fault benefits). Benefit payments shall commence without regard to pending applications for statutory benefits. Offset shall be taken only upon payment by the other benefit system or program. However, no member shall voluntarily waive his/ her right to another statutory benefit payment without prior consent of the employer or its Administrator.

10) Any benefits payable hereunder shall subject to full employer reimbursement orders made by the Workers' Compensation Board, in the event that the injury or illness is found to be a compensable injury pursuant to the New York State Workers' Compensation Law.

22.4 Maternity Leave

22.4.1 Sick leave pay shall be granted by the Public Employer to any pregnant employee for any period of time the employee is disabled up to the maximum allowance provided by this Agreement, or law, "it being required by the Public Employer that notification of the existence of the pregnancy is reported by the employee by the end of the fourth month of pregnancy. The notification shall include a physician's statement of what the approximate date of delivery will be and the approximate length of time she will be able to continue to work." Disability which arises from pregnancy and childbirth shall be treated in the exact same

manner as any other illness, injury or disability. Childcare leaves of absence may be granted pursuant to article 24 of the labor agreement.

22.5 Unused Sick Leave Conversion

22.5.1 Employees covered under this Agreement shall have the privilege of unused sick leave conversion as outlined in Section 41j of the New York Retirement Law, the cost of which shall be borne by the Employer. Upon retirement from the County an employee shall be paid for all credited sick leave, which is in excess of that which may be applied to years of service for retirement purposes under Section 41j. Such payment is limited to a maximum of thirty-five (35) days.

22.6 Transfer of Sick Leave Credits

22.6.1 In any case of transfer to another County Department, an employee's sick leave accruals shall be transferred with the employee, and such employee shall receive credit for such accruals in the department to which he/she is transferred.

ARTICLE 23
SERVICE CONNECTED DISABILITY AND DEATH

23.1 Service Connected Illness and Disability

23.1.1 All bargaining unit employees necessarily absent from duty as the result of a job related injury or illness who are eligible for coverage under 207(c) of the General Municipal Law shall continue to receive their full salary at the usual time and shall assign the full amount of any weekly compensation award they may receive from the County. Such employees shall continue receiving their full salaries with no deductions being made from sick leave or any other leave credits they may have accrued for the duration of their absence, or until they are adjudged to be permanently unable to resume their normal duties and are eligible for a disability retirement. It is understood that any dispute arising over whether such employees have been incapacitated as the result of a job related injury or illness shall not be subject to the grievance procedure of this agreement, but be processed in accordance with the law with any final determination being made by the appropriate authority.

The County agrees to provide health insurance benefits to employed Local 2012 members on leave and receiving General Municipal Law § 207-c benefits for eighteen months for the same illness and/ or injury during a three year period from the initial date of illness injury. The Local 2012 employed member on leave under General Municipal Law § 207-c remains obligated to pay the member's share of the health insurance premium under the terms of the applicable collective bargaining agreement. Should the member be on leave in excess of eighteen months for the same illness and/ or injury during a three year period from the initial date of illness and/ or injury, then the member is entitled to health insurance under the collective bargaining agreement but the member must pay the entirety of the health insurance premium, which will be payroll deducted from the 207-C payment.

23.1.2 All other employees who are necessarily absent from duty because of a job related injury or illness and who are eligible for coverage under the Worker's Compensation Law of the State of New York shall:

(1) be allowed to draw accrued leave credits; and

(2) upon exhausting all accrued leave credits, be allowed to draw upon the sick leave bank; and

(3) upon exhausting all leave under (1) and (2) above, may be allowed an unpaid leave of absence for a period up to one (1) year.

23.1.3 If it is subsequently determined that any employee covered by this agreement was not entitled to coverage under 207(c) above without charge to leave credits for any period for which such coverage was granted as the result of it being found that the disability claimed from such injury or illness was not job related,

or was primarily due to some pre-existing medical condition, because the claim for benefit was successfully controverted by the Public Employer, such employee shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the Public Employer.

23.1.4 Employee's who draw leave credits as provided in 23.1.2 (1) and (2) shall be entitled to restoration of such credits, including those used for absences of less than one (1) full day, as are used during a period of absence for which an award of compensation has been made and credited to the Public Employer as reimbursement for wages paid.

ARTICLE 24
UNPAID LEAVES OF ABSENCE

24.1 Eligibility, Purpose and Application

24.1.1 Employees shall be eligible for leaves of absence without pay after their completion of at least one (1) year of employment. Except as may be otherwise stated elsewhere in this Agreement, such leaves may be granted for periods not to exceed one (1) year for any reasonable purpose, and may be extended or renewed for additional periods upon request.

24.1.2 Any request for a leave of absence without pay must be submitted by the employee on a form prescribed by the Department of Personnel to the Sheriff stating the reason for the leave of absence and the period of time desired. Such requests shall be submitted at least thirty (30) days prior to the proposed commencement date of the leave. If approved by the Sheriff, the application shall be submitted to the Department of Personnel.

24.1.3 Employees granted a leave of absence without pay shall continue to accrue seniority while on such leave, except as may otherwise be provided elsewhere in this Agreement. Upon completion of any authorized leave of absence, such employees shall be returned to the position they held at the time the leave of absence was requested.

24.1.4 The failure of an employee to return to his position within ten (10) work days following the expiration of a leave of absence, or extenuation there-of, shall constitute a resignation which, for purpose of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the unauthorized absence of an

employee of his failure to return to his position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding.

24.2 Educational Leave

24.2.1 An educational leave of absence without pay for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position may be granted for any period up to one (1) year, as provided by Section 24.1.2 herein.

24.2.2 Special short term educational leaves of absence without pay for periods up to thirty (30) work days in any calendar year may be granted to employees to attend approved conferences, seminars, briefing sessions, or other functions of a similar nature intended to improve or upgrade the individual employee's professional skill and ability, as provided by Section 24.1.2 herein.

24.3 Public Service Leave

24.3.1 In accordance with provisions of 24.1.2 of this Agreement any employee may request an unpaid leave of absence so that he may hold any public post or elective office which will take him away from his job with the Office of the Sheriff on a full time basis for the period of time necessary to serve in the position to which he was appointed or elected.

24.4 Employment Opportunity Leave

24.4.1 Employees in the competitive class shall be granted unpaid leaves of absence not to exceed one (1) year during such periods in which they are serving the Public Employer on other jobs on a temporary or provisional basis in the competitive class, or where such employees are required to serve a probationary period in order to qualify for permanent appointment to a competitive class position, and for trial periods as may be required for permanent promotion to a higher competitive classification, as provided by Section 24.1.2 herein.

24.5 Union Leave

24.5.1 Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Office of the Sheriff, at the written request of the Union, may be granted a leave of absence for the period of time requested by the Union. Such leaves of absence may be extended or renewed, as provided by Section 24.1.2, herein.

ARTICLE 25
GENERAL PROVISIONS

25.1 Non-Discrimination

25.1.1 The Public Employer understands that the provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.

25.2 Political Activity

25.2.1 Subject to the provisions of any applicable federal, state, or local laws and rule, regulation, or interim order promulgated by the Sheriff, employees covered by this Agreement shall have every right to be delegates or representatives of any political party or movement and to take active part in the affairs of such political party or movement, including the nomination or election of candidates for public office, which shall not preclude their own candidacy.

25.3 Partially Disabled Employees

25.3.1 The Public Employer agrees to make a good faith effort to assist permanently partially disabled employees who have become so as the result of non-service connected illnesses and who so request, in securing other employment in the County service.

25.4 Personal Damages

25.4.1 The Public Employer agrees to either replace or pay the replacement value of any article of personal property of an employee that is damaged or destroyed, including clothing, eye glasses, time pieces, and dentures, which happened as a result of an incident directly related to such employees carrying out the duties of his job, provided an appropriate report is submitted by the employee.

25.5 Part Time Work

25.5.1 The Public Employer agrees that no employee will be restricted in any way from maintaining part-time employment with any other Employer, whether or not such work is related to police work, except only as may be prohibited by State, Federal or local law, or any rule or regulation promulgated by the Sheriff.

25.6 Polygraph Tests

25.6.1 It is understood and agreed that no employee will be required by the Public Employer to take a polygraph test, except that nothing herein shall preclude an employee from voluntarily taking such a test.

25.7 Medical Documentation

When employees are required to submit medical documentation such documentation is to be turned in to the sheriff's secretary. All such documentation which is maintained in the office of the sheriff will be kept in confidential medical files and will not be kept in employee personnel files. All medical records will comply with current HIPA Regulations.

ARTICLE 26
CLASSIFICATIONS

26.1 Notification

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

26.1.2 If the County/Sheriff creates, funds and fills a new title (accepted into Appendix A) as approved by the County Legislature and the Union disputes the annual rate of salary for the position, the following conditions shall be met:

A. The Union must notify the Sheriff of their intent to dispute the established rate of pay within ten (10) days of the title being approved by the Legislature.

B. If a timely notice of appeal is given by the Union, the parties shall meet and confer on the annual rate of pay. All other terms and conditions shall be dictated by the current labor agreement.

C. Failure to reach agreement shall make the dispute eligible for the impasse procedures, embodied in the Taylor Law.

ARTICLE 27
TEMPORARY EMPLOYEES

27.1 Temporary Employees

27.1.1 Employees filling a position on a temporary appointment during a leave of absence shall be entitled to full benefits granted to permanent employees where such position is filled will reasonably be expected to become a permanent appointment.

ARTICLE 28
TOTAL AGREEMENT

28.1 Scope

28.1.1 The foregoing Agreement constitutes the entire understanding between the parties and no verbal statements or other amendments, except an amendment mutually agreed upon by the parties in writing and signed by the appropriate authorized representatives of the Public Employer and the Union, and which is annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions of this Agreement. It is agreed, however, that during the term of this Agreement neither party shall be obligated to negotiate with respect to any subject or matter whether or not covered by this Agreement, except by mutual agreement.

ARTICLE 29
STATUTORY PROVISION

29.1 It is understood by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 30
PHYSICAL FITNESS FOR SWORN PERSONNEL

1. On January 1, 1991 and each year thereafter a fund of $3,000 will be established to encourage physical fitness programs. The parties will establish a committee to determine methods to encourage fitness among the personnel. The committee will be made up of two (2) representatives of the bargaining unit, an equal number of representatives of the Office of the Sheriff and one (1) neutral party if needed. The fund of money will be used by the committee in establishing fitness programs.

ARTICLE 31
ATTENDANCE INCENTIVE PROGRAM

It is recognized that for the mutual benefit of both parties hereto that the implementation of an attendance incentive program will have a positive impact upon the efficient and internal operations. The County agrees to make incentive award payments to eligible employees in accordance with the following provision:

Upon retirement from County employment, the employee shall be paid, in full, for all sick days accumulated, regardless of which retirement plan the employee is participating in.

ARTICLE 32
DRUG TESTING

32.1 The parties agree to abide by the Broome County Sheriff's Office Drug and Alcohol Testing Policy for Corrections Officers. All aspects of urine analysis, drug and alcohol testing, collection and chain of custody procedures shall be conducted in strict accordance with the Broome County Drug and Alcohol Testing Policy for Corrections Officers. Testing began on January 1, 2009.

ARTICLE 33
EXPIRATION AND MODIFICATION

33.1 Term of Agreement

33.1.1 This shall be a **four (4) year** Agreement effective as of the first day of January, **2011** and shall remain in full force and effect until the thirty-first (31st) day of December, **2014**. It shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing prior to **June 1, 2014** that they desire to modify this Agreement.

33.1.2 In the event that either party exercises their right as set forth above, and such notice is given, negotiations will commence at a mutually convenient date, but no later than thirty (30) calendar days after receipt of such notification by either party, it being understood that all the provisions of this Agreement will continue to remain in effect during the period of negotiations.

FOR BROOME COUNTY SHERIFF'S CORRECTIONS OFFICERS, LOCAL 2012, COUNCIL 82, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

Richard M. Lesniak 6/22/11
Richard M. Lesniak — Date
Council 82 Representative

Mark Driscoll 6-22-11
Mark Driscoll — Date
Local 2012 President

FOR THE COUNTY OF BROOME:

Patrick J. Brennan 6-27-11
Patrick J. Brennan — Date
County Executive

Sheriff David E. Harder 23 June 2011
David E. Harder — Date
Sheriff

APPENDIX A

Corrections Officer

Corrections Officer, Sergeant

Corrections Officer, Lieutenant

APPENDIX B

2011 SHERIFF'S DEPARTMENT
LOCAL 2012 SALARY SCHEDULE - ANNUAL

TITLE	STEP 1	STEP 2	STEP 3	STEP 4
CORRECTION OFFICER	38,611	42,298	47,204	56,827
CORRECTION SERGEANT				62,509
CORRECTION LIEUTENANT				68,190

2012 SHERIFF'S DEPARTMENT
LOCAL 2012 SALARY SCHEDULE - ANNUAL

TITLE	STEP 1	STEP 2	STEP 3	STEP 4
CORRECTION OFFICER	39,769	43,567	48,620	58,532
CORRECTION SERGEANT				64,384
CORRECTION LIEUTENANT				70,236

2013 SHERIFF'S DEPARTMENT
LOCAL 2012 SALARY SCHEDULE - ANNUAL

TITLE	STEP 1	STEP 2	STEP 3	STEP 4
CORRECTION OFFICER	40,962	44,874	50,079	60,288
CORRECTION SERGEANT				66,316
CORRECTION LIEUTENANT				72,343

2014 SHERIFF'S DEPARTMENT
LOCAL 2012 SALARY SCHEDULE - ANNUAL

TITLE	STEP 1	STEP 2	STEP 3	STEP 4
CORRECTION OFFICER	42,191	46,220	51,581	62,097
CORRECTION SERGEANT				68,305
CORRECTION LIEUTENANT				74,513