

**AGREEMENT**

**BETWEEN THE**

**COUNTY OF SCHUYLER**

**AND THE**

**SCHUYLER COUNTY DEPUTY SHERIFF'S ASSOCIATION**

**FOR THE PERIOD**

**JANUARY 1, 2003 TO DECEMBER 31, 2007**

This Agreement is made and entered into as of the 1st day of January, 2003 between the County of Schuyler, New York, hereinafter called the "Employer", and the Schuyler County Deputy Sheriff's Association, hereinafter called the "Association".

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This Agreement is made and entered into as of the 1st day of January, 2003 between the County of Schuyler, New York, hereinafter called the "Employer", and the Schuyler County Deputy Sheriff's Association, hereinafter called the "Association".

**ARTICLE I  
RECOGNITION**

1. Bargaining Unit

The Employer hereby recognizes the Association as the exclusive negotiating agent of the following County employees of the Schuyler County Sheriff's Department:

- a) Deputy Sheriff
- b) Deputy Sheriff Sergeant
- c) Deputy Sheriff Lieutenant
- d) Investigator
- e) Correction Officer
- f) Animal Control Officer
- g) Secretary to Sheriff
- h) Data Entry Machine Operator
- i) Part-Time Deputies
- j) Dispatcher

2. Obligations of the Association

The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate in representation of all of the employees within the unit, whether or not members of the Association. The Association further agrees and affirms as a condition of the recognition hereby granted that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slowdown or other work stoppage, nor to instigate, encourage or condone the same.

**ARTICLE II  
ASSOCIATION SECURITY**

1. Dues

a. Employer agrees in the event the Association requests the same by at least 15 days written notice to deduct weekly or bi-weekly from the pay of each employee covered by this Agreement, an amount of money in payment for Life Insurance premiums and/or uniform dues in the Association for those employees who have duly authorized such deductions by the Employer. The Employer agrees to transmit said deductions monthly to the Association.

b. Although it is agreed that Association membership is not a mandatory condition of employment for any employee covered by this Agreement, employees who are Association members shall pay to the Association those dues regularly charged Association members in good standing (\$15 annually for part-time employees; \$52 annually for full-time employees). Non-members shall pay a service fee in an amount not to exceed the Association due for the purpose of administering the provision of this Agreement. Payment shall be transmitted monthly to the Association in the same manner as provided in the preceding paragraph.

c. The Employer agrees to deduct bi-weekly from the pay of each employee covered by this Agreement, an amount of money agreed by employee for the purchase of U.S. Savings Bonds.

d. Employer agrees to deduct bi-weekly from the pay of each employee covered by this Agreement, and who has executed a deduction authorization, the amount authorized and shall transmit the deduction to the Vision Federal Credit Union.

e. The Association agrees to hold the Employer harmless from any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

2. Discrimination

Membership in the Association shall be voluntary, and the Employer agrees that there shall be no discrimination, interference, restraint or coercion by the Employer, or any of its agents, against any employee because of his membership in the Association or because of any lawful activities on behalf of the Association and his fellow members.

3. Association Business

The Association shall be represented by its President, or in his absence its Vice-President, in the adjustment of any and all problems arising out of the terms and conditions of this Agreement. The Association will notify the Employer and the Schuyler County Sheriff of the said representative's designation and authority and any change thereof.

4. Bulletin Boards

The Employer agrees to provide Association the use of at least one bulletin board in the Sheriff's Department which shall be designated by the Schuyler County Sheriff for the posting of notices by the Association. The Association agrees that no political or controversial material, other than directly related to Association business, shall be posted on such bulletin board and that any item outside the realm of Association business shall not be posted unless approved by the Sheriff or the Chairman of the Schuyler County Legislature.

**ARTICLE III  
MANAGEMENT RIGHTS**

1. The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights and privileges as are expressly provided in this Agreement, or provided by law.

2. The above rights and privileges of the Employer are not all inclusive, but indicate the type of matters, rights or privileges which belong to and are inherent to the Employer. Any and all rights, powers, privileges and authority the Employer had prior to entering this Agreement are retained by Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**ARTICLE IV  
WAGES AND SALARIES**

1. Part-Time Employees

a. Part-time employees, except as provided in the following paragraph, shall receive an hourly rate of Nine Dollars and Nine Cents (\$9.09) effective January 1, 2003, Nine Dollars and Fifty-Five Cents (\$9.55) effective January 1, 2004, Ten Dollars and Ninety-Nine Cents (\$10.99) effective January 1, 2005, Eleven Dollars and Thirty-Eight Cents (\$11.38) effective January 1, 2006, and Eleven Dollars and Seventy-Seven Cents (\$11.77) effective January 1, 2007.

b. Part-time employees who have successfully completed either basic or corrections school training shall receive an hourly rate of Ten Dollars and Four Cents (\$10.04) effective January 1, 2003, Ten Dollars and Fifty-Four Cents (\$10.54) effective January 1, 2004, Twelve Dollars and Thirty-Seven Cents (\$12.37) effective January 1, 2005, Twelve Dollars and Eighty Cents (\$12.80) effective January 1, 2006, and Thirteen Dollars and Twenty-Four Cents (\$13.24) effective January 1, 2007.

c. Employees who work 50% or more of, but less than, the normal full work week assigned to their respective job titles shall be entitled to pro rata benefits based on semi-annual calculation for coverage for next six months.

2. Salaries for Full-Time Deputies

Base hourly rates for calendar year 2003 through calendar year 2007 shall be in accordance with Schedule A attached hereto and made a part hereof. Effective January 1, 2003 employees will be placed in Schedule A consistent with their current years of service with the Schuyler County Sheriff's Department. Those employees not placed on Schedule A on January 1, 2003 will receive a salary as noted on the attached worksheets and will be integrated into the salary schedule over the life of this contract. Once an employee is on the salary schedule they shall progress through the schedule consistent with their years of service.

Effective January 1, 2003 employees working on a full-time basis in the following titles shall receive hourly stipends for such assignments above and beyond the hourly rate identified for such employees in Schedule A.

| <b>Title</b>            | <b>2003</b> | <b>2004</b> | <b>2005</b> | <b>2006</b> | <b>2007</b> |
|-------------------------|-------------|-------------|-------------|-------------|-------------|
| Sergeant (Supervisor)   | \$2.00      | \$2.05      | \$2.10      | \$2.15      | \$2.20      |
| Investigator            | \$2.50      | \$2.55      | \$2.60      | \$2.65      | \$2.70      |
| Lieutenant (Supervisor) | \$2.75      | \$2.80      | \$2.85      | \$2.90      | \$2.95      |

3. Additional Benefits

a. The following specified special assignments shall be paid the following sums which shall be in addition to any salary or benefit conferred by provisions of this Agreement:

| <u>Assignment</u>  | <u>Amount</u> |
|--------------------|---------------|
| Navigation Officer | \$500.00      |
| K-9 Officer        | \$750.00      |

b. The following specified positions shall receive the following clothing allowances which shall be in addition to any salary or benefit conferred by provisions of this Agreement, which allowance to be paid upon submitted vouchers shall set aside and constitute no part of the regular salaries of the following positions:

Full-Time Investigator        \$500.00  
 Part-Time Investigator        \$400.00

c. A dry cleaning allowance of \$120.00 per year, to be expended directly by the Sheriff, shall be provided for full-time employees. The Sheriff shall make the arrangements for dry cleaning and the payment of invoices.

**ARTICLE V  
 HOURS OF WORK AND OVERTIME**

1. Workweek

a. The scheduled work week of all full-time employees shall amount to 261 days in 2003, 262 days in 2004, 260 days in 2005, 260 days in 2006, and 261 days in 2007, the schedule of work to be established according to the work requirements and discretion of the Schuyler County Sheriff as shown by a monthly work schedule to be posted by the 25th day of the preceding month. (The total regular hours for the years 2003, 2004, 2005, 2006, and 2007 shall be 2088, 2096, 2080, 2080 and 2088 respectively.) The overtime rate shall be computed on the basis of hours.

b. The work week for the Senior Account Clerk Typist (Secretary to the Sheriff) and the Data Entry Machine Operator shall be 40 hours per week and such additional hours of work shall be compensated at the appropriate hourly rate. Effective January 1, 2003 the base salaries for said positions shall be as listed below:

| <b>Title</b>             | <b>2003</b> | <b>2004</b> | <b>2005</b> | <b>2006</b> | <b>2007</b> |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Sr. Account Clerk Typist | \$10.08     | \$10.38     | \$10.74     | \$11.12     | \$11.57     |
| Data Entry Machine Opr.  | \$ 9.65     | \$ 9.94     | \$10.29     | \$10.65     | \$11.08     |

c. The County and the Association agree that the issue of overtime scheduling and special assignment salaries will be referred to a Labor / Management committee comprised of the Sheriff and his designee and representatives from the Association. This committee shall convene as soon as practicable after the ratification of this agreement for the purposes of developing a procedure for overtime scheduling / call-out and special assignment salary review. Any agreement developed by this committee shall be subject to ratification of the Schuyler County Legislature and the Schuyler County Deputy Sheriff's Association.

2. Overtime for Full-Time Employees

a. Employees will be paid at the rate of time and one-half for all hours of credited time in excess of eighty (80) hours in each two-week pay period, except that vacation time shall be counted as credited time for the purpose of overtime only when the vacation time was requested and approved by the Sheriff thirty (30) days in advance or unless an employee is called to work from vacation, in which case the vacation time shall be counted for the purpose of computing overtime. It being understood that some vacation

time will have to be scheduled at the sole discretion of the Sheriff throughout the course of the entire year.

b. Overtime will be paid in the paycheck following the pay period in which the overtime was earned.

3. Call Out Time

All off-duty call outs shall constitute call out time for which the minimum call out time shall be four (4) hours at straight time, or three (3) hours at time and one-half where any of the first three hours of such minimum is required to be paid at time and one-half under the preceding paragraph.

**ARTICLE VI  
UNIFORMS**

The Employer shall provide the original issue of uniform apparel, including required shoes, for all full-time deputies hired on or after the effective date of this Agreement. At the Schuyler County Sheriff's sole discretion, the Employer may supply articles of required uniform apparel after the original issue, for all full-time and/or part-time deputies.

**ARTICLE VII  
PAID HOLIDAYS**

1. Full-time employees covered by this Agreement shall be entitled to receive 13 paid holidays:

- |                          |                        |
|--------------------------|------------------------|
| New Year's Day           | Labor Day              |
| Martin Luther King's Day | Columbus Day           |
| Presidents' Day          | Veterans Day           |
| Good Friday              | Thanksgiving Day       |
| Memorial Day             | Day After Thanksgiving |
| Fourth of July           | Christmas Day          |
| One Floating Holiday     |                        |

2. An employee who works on one of the holidays specified in this Article shall receive eight (8) hours' holiday pay together with pay at his regular duty rate for all hours actually worked. It being understood that holidays will be observed on the actual date of the holiday, regardless of the day of the week upon which it falls.

**ARTICLE VIII  
VACATIONS**

All full-time employees covered by this Agreement shall be granted a paid vacation according to the following schedule:

1. No vacation time can be used by any employee during his County probationary period as defined in Article IX herein.

2. Employees hired after January 1, 1995, will accrue vacation time at the rate of 6.66 hours per month through the fifth year of continuous employment. Thereafter such accrual rate shall be consistent with the remaining provisions of this paragraph. Employees hired prior to January 1, 1995, with less than 10 years of service, to receive vacation at accrual rate of 10 hours per month to a maximum of 120 hours; employees with 10 or more years of service to accrue vacation time at rate equivalent to 160 hours per year or 13.3 hours per month. Under no circumstances will an employee be eligible to receive a vacation buy out of more than 240 hours.

3. An employee, to be eligible for vacation, must have worked 90% of his scheduled hours during the preceding month.

4. Vacation, holidays and sick leave will be considered as time worked for the purpose of calculating vacation time.

5. Vacation time - maximum 400 hours accumulation. Unused portion payable on death, termination or retirement up to a maximum of 240 hours.

#### **ARTICLE IX PROBATIONARY PERIOD**

All new employees and all employees with less than six (6) months service on the effective date of this Agreement shall be regarded as probationary employees until they have been employed within the negotiating unit for a period of six (6) consecutive calendar months. Absence from work for any reason shall not be included in calculating an employee's six (6) month probationary period. Probationary employees may be discharged in the sole discretion of the Employer and without recourse to this Agreement. Probationary employees shall be paid only the applicable base salary shown in Article IV, Section 2 of this Agreement and shall be entitled to no longevity credit or salary increment specified herein.

#### **ARTICLE X SICK LEAVE**

1. Each employee, upon completion of his probationary period, shall be permitted to accumulate up to Two Hundred and Fifty (250) working days of paid sick leave to be applied toward time off due to illness or injury which is not work related. Such leave shall be reduced by one day or one-half a day paid as shall be the case. It is agreed that the maximum payout pursuant to subparagraph 9 of this Article shall remain twenty-five percent (25%) of no more than two hundred (200) working days if so accrued.

2. An employee who worked one-half (1/2) or more of his regular scheduled workday shall be charged only with one-half (1/2) a sick day.

3. Each employee will be credited with one day of sick leave during each month his total credited sick leave is less than Two Hundred and Fifty (250) days and during which he is actively at work for at least Fifty percent (50%) of the regularly scheduled work days, exclusive of vacations.

4. Employees may in no event accumulate more than Two Hundred Fifty (250) working days of sick leave, with the understanding that the maximum payout pursuant to subparagraph 9 of this Article shall remain twenty-five percent (25%) of no more than two hundred (200) working days if so accrued.
5. Sick leave benefits provided by this Agreement may be used in cases involving the illness or injury of the employee's child or children and/or spouse.
6. When continuous sick leave exceeds Five (5) days, the Employer may require as a condition of payment a statement from the employee's physician certifying the nature of the illness and the probable period of disability. An employee must notify the department head within 24 hours of his reason for sick leave. When continuous sick leave exceeds Thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer. Where the Employer selects a physician for the examination of an employee, such examination will be paid for by the Employer.
7. Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
8. Accumulated sick leave shall not be payable at the time of termination of employment, except in accordance with the next paragraph of this article, or unless a physician selected by the Employer certifies that the termination of the employment was necessitated by illness or injury and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals.
9. Any employee with Twenty (20) or more years of service with the Employer and who terminates from such employment shall be credited with an amount computed by multiplying his number of accumulated, unused sick leave days by his then current daily rate and then multiplying that amount by Twenty-Five (25%) percent, and such amount shall be retained by the Employer and utilized for the purpose of paying the employee's health insurance premiums until such time as the monies are exhausted. The health insurance plan (individual or family) shall be the same that was in effect prior to the employee's termination. (An employee may opt to change from family to individual coverage but not from individual to family.) Upon exhaustion of the monies provided for herein, the employee may elect, if eligible, to continue the health insurance plan at his own expense under the provisions provided for under COBRA. If any employee's termination from employment is a result of retirement, the implementation of this provision shall in no way diminish the percentage of retiree health insurance premiums currently paid by the Employer.
10. All present employees who have accrued sick leave shall be credited with such unused sick leave. Further accruals provided hereunder shall commence as of January 1, 2003.

**ARTICLE XI  
BEREAVEMENT LEAVE**

1. In the event of death of one of the following members of an employee's family: parents, including foster or stepparents, spouse or children, brother and sister the employee shall receive leave with pay, at the employee's regular daily rate, for a maximum of three (3) days.
2. In the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, or brother-in-law, grandparent or grandchild, daughter-in-law, aunt or uncle, the employee shall receive leave with pay at the employee's regular daily rate, for a maximum of one (1) day.
3. If an employee needs to take additional time for bereavement he or she may do so with prior approval of the employee's Department Head or designee, and may use other accumulated leave time or take unpaid leave for the additional time approved.

**ARTICLE XII  
MILITARY LEAVE**

1. Employees covered by this Agreement who, as members of a State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service will be compensated by the Employer. Compensation for such periods shall be an amount equal to the employee's pay at the time he enters on such active service for his regularly scheduled hours of work, for up to thirty (30) days of such required military duty, in each calendar year of his employment.
2. Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the work day following receipt of official notice of such assignments.
3. It will be the responsibility of each employee to be paid under this Article, to present his supervisor with an official record of the time spent for the claimed period of active service.
4. No employee will be required to apply his vacation period to any period of mandatory military service.

**ARTICLE XIII  
LEAVE OF ABSENCE**

A request for a leave of absence shall be made in writing to the Schuyler County Sheriff at least Thirty (30) days prior to the effective date thereof, except in the case of medical emergency. The request must contain the reason for the leave. The Sheriff may, in his discretion, grant such a leave of absence without pay for a period of up to four months. In situations falling under Section 71 and 72 of the Civil Service Law, the four month limitation shall be extended to One (1) year. Upon written application by an employee on leave of absence, the Sheriff may, in his discretion, renew such leave for a further period of time. The County may require that any employee requesting leave under the terms of the County's policy on Family and

Medical Leave Act of 1993 utilize accrued paid time off before any non-paid time off shall be utilized. If the leave time requested is for personal or family sickness then only sick leave may be requested to be used. If the leave is for reasons other than sickness, then only leave other than sick leave may be required to be utilized prior to the onset of the unpaid leave. Such paid leave shall run concurrently with unpaid leave under the terms of the County's policy on Family and Medical leave.

#### **ARTICLE XIV PERSONAL LEAVE**

Each employee upon completion of his probationary period shall be entitled to take up to Three (3) paid personal leave days during the twelve (12) month period beginning January 1, 2003, January 1, 2004, January 1, 2005, January 1, 2006, and January 1, 2007, upon twenty-four (24) hours prior application unless a shorter application be justified by an emergency situation. Personal leave days not taken by December 31 shall be added to accumulated sick leave, subject to the provisions of Article X.

#### **ARTICLE XV HEALTH INSURANCE**

1. The Employer shall pay the full cost of the Health Insurance Plan presently in force, for full-time employees, except as noted herein or as outlined in the plan document as previously agreed to by the parties. However, any employee who during the term of this Agreement, is covered under a hospital-surgical plan at no cost to himself shall not be eligible for the aforementioned insurance.

2. All employees who are eligible for health insurance are eligible for the enhanced dental coverage (Preferred Plan) at the Employer's cost, except employees and retirees shall be responsible for paying the first Twenty-Five (\$25.00) Dollars of the plan's fee schedule to the provider. Effective January 1, 2002 employees shall be responsible for paying the first Thirty Dollars (\$30.00) Dollars of the plan's fee schedule to the provider. Effective January 1, 2004, employees shall be responsible for paying the first Thirty-Five (\$35.00) Dollars of the plan's fee schedule to the provider. Effective January 1, 2005, employees shall be responsible for paying the first Forty (\$40.00) Dollars of the plan's fee schedule to the provider. Effective January 1, 2006, employees shall be responsible for paying the first Forty-Five (\$45.00) Dollars of the plan's fee schedule to the provider. Effective January 1, 2007 employees shall be responsible for paying the first Fifty (\$50.00) Dollars of the plan's fee schedule to the provider. Additionally, there shall be a one thousand dollar (\$1000.00) annual cap per year per covered member. Any dental expenses that exceed this cap on a per covered member basis shall be the responsibility of the employee.

3. Effective January 1, 2003, bargaining unit employees will contribute twelve percent (12%) of the cost of the health, dental and vision premiums (or premium equivalent) paid by the employer. Effective January 1, 2006, such contribution shall increase to thirteen percent (13%)

and effective January 1, 2007 such contribution shall increase to fourteen percent (14%). Such contribution shall be paid on an equal basis during each pay period throughout the calendar year.

4. The Health Insurance Plan will include the following provisions: \$5.00 per visit co-pay on all office visits to all health care providers. Three-tier prescription drug program, which will include employee co-pays as listed below:

| <u>Year</u> | <u>Tier One</u> | <u>Tier Two</u> | <u>Tier Three</u> |
|-------------|-----------------|-----------------|-------------------|
| 2003        | \$5.00          | \$15.00         | \$50.00           |
| 2004        | \$5.00          | \$15.00         | \$50.00           |
| 2005        | \$7.00          | \$20.00         | \$50.00           |
| 2006        | \$7.00          | \$20.00         | \$50.00           |
| 2007        | \$10.00         | \$20.00         | \$50.00           |

The County and the Association agree that the health insurance plan administrator shall be responsible for development and maintenance of the Three Tier Prescription drug list. The County and the Association further agree to the implementation of the Blue/Cross/Blue Shield Generic Advantage Program and the ½ Tablet Incentive Program.

The major deductibles shall be \$100 per person, \$300 per family. Alcohol and substance abuse in-patient stays will be limited to two (2) 28 day stays.

5. The County's Plan shall also include provisions for a Managed Care Program that will consist of hospital pre-certification, large case management, mandatory ambulatory surgery and managed recovery for drug and alcohol treatment. Such provisions shall include a managed care psychiatric program, requiring pre-certification prior to hospitalization.

6. The benefits for mental health care (out-patient) shall also include provisions for day treatment as follows: Paid in full for care in a certified day or night treatment program of acute general or public hospital in lieu of hospitalization. Treatment must exceed three hours per visit.

7. Failure to comply with the pre-certification review requirements will result in the following benefit reductions: In the event subscribers do not call to certify their hospital confinements, the hospital benefit will be reduced by Two Hundred Fifty (\$250.00) Dollars. Only one managed care benefit reduction will be applied per hospital confinement. If subscribers do not comply with these requirements, their benefit reductions will be applied to either hospital or physician charges, but not both.

8. The County will institute a "125 Plan" during the life of this Agreement which includes provisions for health premium conversion, non-covered health expenses with contribution limits from Five Hundred (\$500.00) Dollars to Two Thousand (\$2000.00) Dollars and dependent care expenses coverage. All elections to decline coverage for the premium conversion plan shall be filed in writing with the County Personnel Department.

9. The above contributions shall be made for all months that an employee is actively at work and all periods of sick leave whether work related or not, and all periods of paid leave of

absence. If an employee has exhausted sick leave benefits and his employment is not terminated, he shall be permitted to continue Group Hospitalization coverage by paying the full cost of such coverage through arrangements prescribed by the Treasurer's Office of the Employer.

## **ARTICLE XVI PENSIONS**

1. The present coverage under the New York State Retirement System shall continue in effect during the term of this contract, including coverage under Section 41-j of the New York State Retirement and Social Security Law.

2. Effective January 1, 1998, Employer will make available to qualified members coverage under Article 14-B, Section 551, 25 year plan - 1/60th option for law enforcement certified Deputy Sheriffs and coverage under section 89-P and 603-1, 25 year retirement for corrections certified Deputy Sheriffs. Employees opting to participate in either of the retirement plans noted herein shall contribute Five Hundred Dollars (\$500.00) toward the cost of such plan within one year from the date of their enrollment in such new retirement plan. The cost of such employee contribution may be subtracted from either the employee's holiday pay or overtime pay at the employee's option or paid in cash. At the end of the one year pay back period, if there is still a balance owed the County, the balance shall be subtracted from the employee's next pay check. If the employee's employment is terminated for any reason during this one year period, such balance owed shall be deducted from the employee's final pay check.

## **ARTICLE XVII DISABILITY INSURANCE**

Each full-time unit employee shall be provided by Employer with the protection and benefits of the New York Disability Benefits Law. Disability Insurance will not be utilized until an employee has exhausted his sick leave accruals.

## **ARTICLE XVIII GRIEVANCES**

1. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

2. The inclusion of this Article of grievances as defined by Article 16, Section 682, subdivision 4 of the General Municipal Law is intended to substitute the grievance procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said law, and upon the effective date of this Agreement the grievance procedure in the Agreement shall be the only such procedure available to employees covered by this Agreement.

3. It is expressly understood and agreed by the parties that the grievance procedure provided for in this Agreement does not apply to and is not intended as a substitute or an alternative for

any action permitted by or required of the Employer under any article of the State or local Civil Service Law or Rules.

4. The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Step 1

Grievances shall be presented orally by the aggrieved employee to his immediate supervisor (regardless of whether that supervisor is a member of the negotiating unit) with or without his Association representative, at the employee's option, and within ten (10) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, then

Step 2

The aggrieved employee shall submit his signed written grievance to the next level of supervision within his department or branch of government within five (5) working days from the date of the initial discussion of the grievance with his immediate supervisor.

If the level of supervision described above is the Chairman of the County Legislature, Step 2 and Step 3 below shall be combined. After receipt of a written grievance at this step, the supervisor receiving the grievance shall convene a meeting within ten (10) working days of the date the written grievance was received by him between the aggrieved employee, his Association representative and the supervisor or other representative of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than three (3) working days following the date the meeting occurred the Employer will deliver to the aggrieved employee and his Association representative its decision on the grievance in writing. If that decision is unacceptable to the employee, then within three (3) working days,

Step 3

The aggrieved employee may then submit his grievance to the Chairman of the County Legislature who, within ten (10) working days after he receives the written grievance, will convene a meeting between the aggrieved employee, his Association representative and the Chairman of the County Legislature or other representatives of the Employer for the purpose of resolving the grievance.

5. Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

Step 4

In the event the association is not satisfied with the decision issued at Step 3, a demand for arbitration shall be presented to the Chairman of the County Legislature or his designee within ten (10) working days of the Step 3 decision. The association shall forthwith request that the New York State Public Employment Relations Board submit a list of suitable arbitrators from

which, by alternately striking names, the parties shall select the arbitrator who shall arbitrate the dispute. The arbitrator shall be requested to hold a hearing within fifteen (15) days and to render a decision in writing within fifteen (15) working days after the hearing. The arbitrator's decision shall be advisory only to the parties.

6. Should there be any dispute between the Employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement, with the exception of all discharge or discipline to cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to State and local Civil Service Law or Rules as provided in Paragraph (3) above.

### **ARTICLE XIX DEFERRED COMPENSATION**

Employees shall be eligible to participate in the County's Deferred Compensation Program.

### **ARTICLE XX LAYOFF**

All employees covered by the Agreement shall be laid off and recalled in accordance with the provisions of the Model Layoff Rules, as promulgated by the Schuyler County Civil Service Rules. Indefinite layoffs shall build seniority up to a maximum of one (1) year, thereafter, seniority shall be frozen.

### **ARTICLE XXI SAVINGS CLAUSE**

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful. Further, the parties hereto agree that in the event either party feels changes within the contract are necessary at the request of either party the parties shall meet to negotiate such changes.

### **ARTICLE XXII AGREEMENT**

The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement shall supersede or vary the provisions herein.

**ARTICLE XXIII  
DURATION**

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2007.

**LETTER OF UNDERSTANDING**

The parties have discussed an evaluation program which the County plans to implement during this contract. The purpose of the program will be primarily goal-setting, and it will not be disciplinary in nature. The evaluation will be done at least once a year, and twice a year if feasible.

The parties have agreed that representatives of the County and the Association will meet as necessary to finalize the program.

**LETTER OF UNDERSTANDING**

That the County will implement the following policy for the Jail and offices:

**SMOKING POLICY**

Smoking is not allowed in the Sheriff's Department Jail complex by employees or prisoners unless express authorization is granted by the Schuyler County Sheriff under extenuate circumstance.

**ARTICLE XXIV**

**LEGISLATIVE IMPLEMENTATION**

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of this 1st day of April, 2003 at Watkins Glen, New York.

**COUNTY OF SCHUYLER**

/s/ Thomas M. Gifford  
Thomas M. Gifford, Chairman

**SCHUYLER COUNTY DEPUTY SHERIFFS ASSOCIATION**

/s/ Kirk Smith  
Kirk Smith, President

**Memorandum of Agreement Between the  
County of Schuyler and the  
Schuyler County Deputy Sheriff's Association**

The following constitutes a Memorandum of Agreement between the County of Schuyler (hereinafter "County") and the Schuyler County Deputy Sheriff's Association (hereinafter "Association") setting forth agreed to modifications to the recently ratified collective bargaining agreement between the parties covering the period from January 1, 2003 through December 31, 2007.

1. The County and the Association hereby agree that the provisions for longevity credit outlined in Article IV, entitled Wages and Salaries subparagraph 3 in the collective bargaining agreement covering the period from January 1, 1998 through December 31, 2002 shall be included in the recently ratified extension to this agreement for those employees serving in either the title of Senior Account Clerk Typist (Secretary to the Sheriff) or Data Entry Machine Operator. It is further agreed that no other employees covered by the successor agreement shall be entitled to longevity credits but shall receive pay consistent with the "new" salary schedule adopted as part of the ratified agreement.
  
2. Except as modified by this Memorandum of Agreement, the collective bargaining agreement between the parties from January 1, 2003 through December 31, 2007 shall be continued in full force and effect. The parties agree that upon approval by the Schuyler County Legislature by resolution this memorandum of agreement shall have the full force and effect of the collective bargaining agreement.

For the County:

For the Association:

*/s/ Thomas M. Gifford*  
Signature

*12/9/02*  
Date

*Kirk N. Smith*  
Signature

*3/26/03*  
Date

*/s/ Glenn R. Larison*  
Signature

*12/9/02*  
Date

*John Michael Pierce*  
Signature

*3/26/03*  
Date

*/s/ Doris J. Craig*  
Signature

*12/10/02*  
Date

*Christopher H. Ward*  
Signature

*3/26/03*  
Date

*/s/ Gail M. Hughey*  
Signature

*12/9/02*  
Date

*Breck S. Spaulding*  
Signature

*3/26/03*  
Date

*/s/ Craig N. Gallow*  
Signature

*3/26/03*  
Date

**SCHEDULE "A"**

**Schuyler County  
Deputy Sheriff / Correction Officer  
Base Wage Schedule**

|      | Entry | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 15    | 20    | 23    |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 2003 | 12.64 | 12.75 | 12.86 | 12.97 | 13.08 | 13.19 | 13.30 | 13.41 | 13.52 | 13.63 | 13.74 | 14.72 | 15.76 | 16.01 |
| 2004 | 13.27 | 13.38 | 13.49 | 13.60 | 13.71 | 13.82 | 13.93 | 14.04 | 14.15 | 14.26 | 14.37 | 15.31 | 16.39 | 16.65 |
| 2005 | 13.74 | 13.95 | 14.16 | 14.37 | 14.58 | 14.79 | 15.00 | 15.21 | 15.42 | 15.63 | 15.84 | 16.87 | 17.64 | 17.90 |
| 2006 | 14.22 | 14.54 | 14.86 | 15.18 | 15.50 | 15.82 | 16.14 | 16.46 | 16.78 | 17.10 | 17.42 | 18.43 | 18.89 | 19.15 |
| 2007 | 14.72 | 15.15 | 15.58 | 16.01 | 16.44 | 16.87 | 17.30 | 17.73 | 18.16 | 18.59 | 19.02 | 19.99 | 20.14 | 20.40 |

**EXHIBIT "A"**

| <u>DEPUTY</u>      | <u>DOH</u> | <u>HOURLY RATE</u> |      |       |
|--------------------|------------|--------------------|------|-------|
| Rebecca Bacon      | 06/29/93   | 14.57              |      |       |
| Sgt.               |            | 13.74              | 2.00 | 15.74 |
|                    |            | 14.37              | 2.05 | 16.42 |
|                    |            | 15.84              | 2.10 | 17.94 |
|                    |            | 18.43              | 2.15 | 20.58 |
|                    |            | 19.99              | 2.20 | 22.19 |
| William Preston    | 01/01/78   | 17.50              |      |       |
| Sgt.               |            | 18.20              | *    |       |
|                    |            | 19.11              | *    |       |
|                    |            | 17.90              | 2.10 | 20.00 |
|                    |            | 19.15              | 2.15 | 21.30 |
|                    |            | 20.40              | 2.20 | 22.60 |
| Michael Notarfonzo | 07/06/78   | 17.63              |      |       |
| Lt.                |            | 16.01              | 2.75 | 18.76 |
|                    |            | 16.65              | 2.80 | 19.45 |
|                    |            | 17.90              | 2.85 | 20.75 |
|                    |            | 19.15              | 2.90 | 22.05 |
|                    |            | 20.40              | 2.95 | 23.35 |
| Jack Gladke        | 02/25/02   | 12.15              |      |       |
|                    |            | 12.75              |      |       |
|                    |            | 13.49              |      |       |
|                    |            | 14.37              |      |       |
|                    |            | 15.50              |      |       |
|                    |            | 16.87              |      |       |
| David Centurelli   | 01/24/78   | 15.70              |      |       |
| Navigation         |            | *16.33             |      |       |
|                    |            | *17.15             |      |       |
|                    |            | 17.90              |      |       |
|                    |            | 19.15              |      |       |
|                    |            | 20.40              |      |       |
| Robert Covert      | 03/06/78   | 16.27              |      |       |
|                    |            | 16.92              | *    |       |
|                    |            | 17.76              | *    |       |
|                    |            | 17.90              |      |       |
|                    |            | 19.15              |      |       |
|                    |            | 20.40              |      |       |
| Scot Colwell       | 05/21/01   | 12.25              |      |       |
|                    |            | 12.86              |      |       |
|                    |            | 13.60              |      |       |
|                    |            | 14.58              |      |       |
|                    |            | 15.82              |      |       |
|                    |            | 17.30              |      |       |

|                 |          |  |       |      |
|-----------------|----------|--|-------|------|
| Kristy House    | 05/21/01 |  | 12.25 |      |
|                 |          |  | 12.86 |      |
|                 |          |  | 13.60 |      |
|                 |          |  | 14.58 |      |
|                 |          |  | 15.82 |      |
|                 |          |  | 17.30 |      |
|                 |          |  |       |      |
| Craig Gallow    | 11/29/92 |  | 15.00 |      |
| Inv.            |          |  | 13.74 | 2.50 |
|                 |          |  | 14.37 | 2.55 |
|                 |          |  | 16.87 | 2.60 |
|                 |          |  | 18.43 | 2.65 |
|                 |          |  | 19.99 | 2.70 |
|                 |          |  |       |      |
| Matthew Maloney | 08/31/98 |  | 12.93 |      |
| K-9             |          |  | 13.19 |      |
|                 |          |  | 13.93 |      |
|                 |          |  | 15.21 |      |
|                 |          |  | 16.78 |      |
|                 |          |  | 18.59 |      |
|                 |          |  |       |      |
| James Mathers   | 06/12/89 |  | 14.30 |      |
|                 |          |  | 14.87 | *    |
|                 |          |  | 15.62 | *    |
|                 |          |  | 16.87 |      |
|                 |          |  | 18.43 |      |
|                 |          |  | 20.14 |      |
|                 |          |  |       |      |
| John Pierce     | 05/06/85 |  | 15.26 |      |
|                 |          |  | 16.39 | **   |
|                 |          |  | 17.21 | **   |
|                 |          |  | 17.64 |      |
|                 |          |  | 18.89 |      |
|                 |          |  | 20.40 |      |
|                 |          |  |       |      |
| Andrew Ziegler  | 11/09/98 |  | 12.93 |      |
| K-9             |          |  | 13.19 |      |
|                 |          |  | 13.93 |      |
|                 |          |  | 15.21 |      |
|                 |          |  | 16.78 |      |
|                 |          |  | 18.59 |      |
|                 |          |  |       |      |
| George Rutledge | 12/09/93 |  | 13.04 |      |
|                 |          |  | 13.74 |      |
|                 |          |  | 14.37 |      |
|                 |          |  | 15.84 |      |
|                 |          |  | 18.43 |      |
|                 |          |  | 19.99 |      |
|                 |          |  |       |      |

|                  |          |  |       |      |       |
|------------------|----------|--|-------|------|-------|
| Breck Spaulding  | 02/19/95 |  | 14.70 |      |       |
| Inv.             |          |  | 13.52 | 2.50 | 16.02 |
|                  |          |  | 14.26 | 2.55 | 16.81 |
|                  |          |  | 15.84 | 2.60 | 18.44 |
|                  |          |  | 17.42 | 2.65 | 20.07 |
|                  |          |  | 19.02 | 2.70 | 21.72 |
| Nicholas Preston | 02/25/02 |  | 12.15 |      |       |
|                  |          |  | 12.75 |      |       |
|                  |          |  | 13.49 |      |       |
|                  |          |  | 14.37 |      |       |
|                  |          |  | 15.50 |      |       |
|                  |          |  | 16.87 |      |       |
| Charles Morrison | 03/04/02 |  | 12.15 |      |       |
|                  |          |  | 12.75 |      |       |
|                  |          |  | 13.49 |      |       |
|                  |          |  | 14.37 |      |       |
|                  |          |  | 15.50 |      |       |
|                  |          |  | 16.87 |      |       |
| Kirk Smith       | 07/03/00 |  | 12.35 |      |       |
|                  |          |  | 12.97 |      |       |
|                  |          |  | 13.71 |      |       |
|                  |          |  | 14.79 |      |       |
|                  |          |  | 16.14 |      |       |
|                  |          |  | 17.73 |      |       |
| Melissa Youngs   | 03/25/02 |  | 12.15 |      |       |
|                  |          |  | 12.75 |      |       |
|                  |          |  | 13.49 |      |       |
|                  |          |  | 14.37 |      |       |
|                  |          |  | 15.50 |      |       |
|                  |          |  | 16.87 |      |       |
| Christopher Ward | 05/28/92 |  | 14.79 |      |       |
| Sgt.             |          |  | 13.74 | 2.00 | 15.74 |
|                  |          |  | 14.37 | 2.05 | 16.42 |
|                  |          |  | 16.87 | 2.10 | 18.97 |
|                  |          |  | 18.43 | 2.15 | 20.58 |
|                  |          |  | 19.99 | 2.20 | 22.19 |
| William Carey    | 04/26/99 |  | 12.46 |      |       |
|                  |          |  | 13.08 |      |       |
|                  |          |  | 13.82 |      |       |
|                  |          |  | 15.00 |      |       |
|                  |          |  | 16.46 |      |       |
|                  |          |  | 18.16 |      |       |

|                   |          |         |  |
|-------------------|----------|---------|--|
| Floyd Davenport   | 01/04/82 | 16.03   |  |
|                   |          | 16.67 * |  |
|                   |          | 17.50 * |  |
|                   |          | 17.90   |  |
|                   |          | 19.15   |  |
|                   |          | 20.40   |  |
| Robert Foote      | 05/28/95 | 12.91   |  |
|                   |          | 13.52   |  |
|                   |          | 14.26   |  |
|                   |          | 15.84   |  |
|                   |          | 17.42   |  |
|                   |          | 19.02   |  |
| Thomas Hoxie      | 11/29/92 | 13.28   |  |
|                   |          | 13.74   |  |
|                   |          | 14.37   |  |
|                   |          | 16.87   |  |
|                   |          | 18.43   |  |
|                   |          | 19.99   |  |
| Steven Lawton     | 03/02/97 | 12.68   |  |
|                   |          | 13.30   |  |
|                   |          | 14.04   |  |
|                   |          | 15.42   |  |
|                   |          | 17.10   |  |
|                   |          | 19.02   |  |
| Janice Tamberelli | 10/25/99 | 12.46   |  |
|                   |          | 13.08   |  |
|                   |          | 13.82   |  |
|                   |          | 15.00   |  |
|                   |          | 16.46   |  |
|                   |          | 18.16   |  |
| Larry States      | 03/28/93 | 13.15   |  |
|                   |          | 13.74   |  |
|                   |          | 14.37   |  |
|                   |          | 15.84   |  |
|                   |          | 18.43   |  |
|                   |          | 19.99   |  |
| Kenneth Switzer   | 12/14/87 | 14.78   |  |
|                   |          | 15.37 * |  |
|                   |          | 16.14 * |  |
|                   |          | 17.64   |  |
|                   |          | 18.89   |  |
|                   |          | 20.14   |  |

|   |          |      |         |       |       |       |       |
|---|----------|------|---------|-------|-------|-------|-------|
| John Swortz   | 07/19/99 |      | 12.46   |       |       |       |       |
|   |          |      | 13.08   |       |       |       |       |
|   |          |      | 13.82   |       |       |       |       |
|   |          |      | 15.00   |       |       |       |       |
|   |          |      | 16.46   |       |       |       |       |
|   |          |      | 18.16   |       |       |       |       |
| Daniel Walker   | 01/14/02 |      | 12.15   |       |       |       |       |
|   |          |      | 12.75   |       |       |       |       |
|   |          |      | 13.49   |       |       |       |       |
|   |          |      | 14.37   |       |       |       |       |
|   |          |      | 15.50   |       |       |       |       |
|   |          |      | 16.87   |       |       |       |       |
| William Ward  | 12/09/93 |      | 13.04   |       |       |       |       |
|   |          |      | 13.74   |       |       |       |       |
|   |          |      | 14.37   |       |       |       |       |
|   |          |      | 15.84   |       |       |       |       |
|   |          |      | 18.43   |       |       |       |       |
|   |          |      | 19.99   |       |       |       |       |
| William Everetts  | 11/02/87 |      | 14.78   |       |       |       |       |
|   |          |      | 15.37 * |       |       |       |       |
|   |          |      | 16.14 * |       |       |       |       |
|   |          |      | 17.64   |       |       |       |       |
|   |          |      | 18.89   |       |       |       |       |
|   |          |      | 20.14   |       |       |       |       |
| * - Applied 4%, 5%, then placed into step schedule                            |          |      |         |       |       |       |       |
| ** - Erroneously placed on wrong step - left alone since end result unchanged |          |      |         |       |       |       |       |
| Mary Carey  | 06/12/78 |      | 14.36   |       |       |       |       |
|   |          |      | 14.79   | 0.24  | 15.03 |       |       |
|   |          |      | 15.23   | 0.24  | 15.47 |       |       |
|   |          |      | 15.76   | 0.24  | 16.00 |       |       |
|   |          |      | 16.31   | 0.24  | 16.55 |       |       |
|   |          |      | 16.96   | 0.24  | 17.20 |       |       |
| Judy Allen  | 08/24/89 |      | 11.96   |       | 11.96 |       |       |
|   |          |      | 12.32   | 0.20  | 12.52 |       |       |
|   |          |      | 12.69   | 0.20  | 12.89 |       |       |
|   |          |      | 13.13   | 0.20  | 13.33 |       |       |
|   |          |      | 13.59   | 0.20  | 13.79 |       |       |
|   |          |      | 14.13   | 0.20  | 14.33 |       |       |
| Part Time   |          |      |         |       |       |       |       |
| Non-Certified   |          | 8.74 | 9.09    | 9.54  | 10.99 | 11.38 | 11.77 |
| Certified   |          | 9.65 | 10.04   | 10.54 | 12.37 | 12.8  | 13.24 |

**EXHIBIT "B"**

**Memorandum of Agreement Between the  
County of Schuyler and the  
Schuyler County Deputy Sheriff's Association**

The following constitutes a Memorandum of Agreement between the County of Schuyler (hereinafter "County") and the Schuyler County Deputy Sheriff's Association (hereinafter "Association") setting forth agreed to modifications to the recently ratified collective bargaining agreement between the parties covering the period from January 1, 2003 through December 31, 2007.

The County and the Association hereby agree that the provisions outlined in Article IV, entitled Wages and Salaries, item 3 a., entitled Additional Benefits, in the collective bargaining agreement covering the period from January 1, 2003 through December 31, 2007 shall be amended to read as follows:

3. Additional Benefits

a. The following specified special assignments shall be paid the following additional hourly amounts which shall be in addition to any salary or benefit conferred by provisions of this Agreement:

| Assignment         | Amount         |
|--------------------|----------------|
| Navigation Officer | \$.38 per hour |
| K-9 Officer        | \$.58 per hour |

These hourly rates shall be paid annually upon submission of a MSD-426A form by the appointing authority.

Except as modified by this Memorandum of Agreement, the collective bargaining agreement between the parties from January 1, 2003 through December 31, 2007 shall be continued in full force and effect. The parties agree that upon approval by the Schuyler County Legislature by resolution this memorandum of agreement shall have the full force and effect of the collective bargaining agreement.

For the County:

/s/ Thomas M. Gifford      4/17/03  
Chairman

For the Association:

/s/ Kirk Smith              4/15/03  
President

**EXHIBIT "C"**

**MEMORANDUM OF UNDERSTANDING**

IT IS HEREBY AGREED BY AND BETWEEN THE Schuyler County Deputy Sheriff's Association ("Association") and the County of Schuyler ("County"), in accordance with Article XXII, Agreement, of the collective bargaining agreement, to amend said agreement as follows:

1. At Article I, Recognition, Section 1, delete and replace with:

"The Employer hereby recognizes the Association as the exclusive negotiating agent for all full-time and part-time employees of the Schuyler County Sheriff's Department.

- a) Deputy Sheriff
- b) Deputy Sheriff Sergeant
- c) Deputy Sheriff Lieutenant
- d) Investigator
- e) Correction Officer
- f) Transport Officer
- g) Building Security Officer
- h) Animal Control Officer
- i) Secretary To Sheriff
- j) Data Entry Machine Operator
- k) Dispatcher
- l) Cleaner
- m) Cook

This Memorandum of Understanding includes a sunset clause to expire at the end of the contract term December 31, 2007, at which time it is to be re-negotiated, and if the contract is re-opened for any reason prior to the sunset term, this issue will be further negotiated during said re-opener.

SIGNED:

/s/ Kirk Smith, President  
On behalf of Schuyler County DSA

Date: December 16, 2003

/s/ Thomas M. Gifford, Chairman  
On behalf of County of Schuyler

Date: December 15, 2003

**EXHIBIT "D"**

**SIDE BAR LETTER OF UNDERSTANDING**

The parties have agreed that the provision of Article IV, Wages and Salaries, Section 1., subsection c. are to be applied forthwith to Association members and Department employees, Kim Smith, part-time Cook, and Kate Mizzoni, part-time cleaner; for pay periods in which either work 50% or more of a normal workweek retroactive to January 1, 2003. This Letter of Understanding includes a sunset clause to expire at the end of the contract term December 31, 2007, at which time it is to be re-negotiated, and if the contract is re-opened for any reason prior to the sunset term, this issue will be further negotiated during said re-opener. Further, in accordance with Article II, Association Security, subsection b. dues payment shall be transmitted monthly to the Association via payroll deduction (\$15 annually for part-time employees, upon written notice).

SIGNED:

/s/ Kirk Smith, President  
On behalf of Schuyler County DSA

Date: December 16, 2003

/s/ Thomas M. Gifford, Chairman  
On behalf of County of Schuyler

Date: December 15, 2003

**EXHIBIT “E”**

**MEMORANDUM OF UNDERSTANDING**

IT IS HEREBY AGREED BY AND BETWEEN the County of Schuyler (“County”), Sheriff of Schuyler County (“Sheriff”) and the Schuyler County Deputy Sheriff’s Association (“SCDSA”), to amend the collective bargaining agreement, in accordance with Article XXII, AGREEMENT, as follows:

Under Article V, Hours of Work and Overtime, 2. Overtime for Full-Time Employees, add:

- c. Employees are entitled to compensation time benefits as set forth herein below:
  - i) Employees shall, each regular pay period, have their earned overtime reported on their pay check stubs in compensatory time at the rate of time and one-half for each hour of earned overtime.
  - ii) Employees may elect to take compensatory time in lieu of overtime pay subject to the following accumulation and use caps:
    - Compensatory time can be banked up to four hundred and eighty (480) hours. At the employee’s option, compensatory time over that amount must be taken as time off or, as additional pay. Any time off is subject to approval of the Sheriff based upon the staffing needs of the Department.
    - Employees can request up to forty (40) hours each year of their available compensatory time as additional time off. Employees must provide to the Sheriff, at least seven (7) calendar days in advance, a request for time off. The Sheriff may grant all or part of the request subject to the staffing needs of the Department.
    - Each December 1<sup>st</sup> employees may cash in, at their regular rate of pay, up to eighty (80) hours of their available compensatory and/or holiday time. Employees must submit the declaration to the Sheriff in writing no later than December 1<sup>st</sup>. Said amount declared shall be paid to the employee in the payroll period immediately following the December 1<sup>st</sup> deadline.
  - iii) All compensatory time which an employee is owed at time of separation from the County, or when an employee becomes deceased, must be paid to the employee, or the employee’s estate, at their final regular rate of pay.

**SIGNED:**

|  |                |
|--|----------------|
| /s/Doris L. Karius, Acting Chairman<br>Schuyler County Legislature | March 17, 2006 |
| /s/ William E. Yessman, Jr., Sheriff                               | March 15, 2006 |
| /s/ Todd Day, President, SCDSA                                     | March 14, 2006 |
| /s/ Kirk Smith, Vice-President SCDSA                               | March 14, 2006 |