

# AGREEMENT

BETWEEN

THE COUNTY OF ST. LAWRENCE



- and -



COUNCIL 82, AFSCME

Local No. 2390

ST. LAWRENCE COUNTY

2012 - 2017



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## ARTICLE I: PREAMBLE

The County of St. Lawrence, hereinafter referred to as the "County" and Council 82 - Local 2390, AFSCME, hereinafter referred to as the "Union" declare it to be their mutual policy that, in order to promote harmonious labor relations between the County and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employee's Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of New York State or Federal Laws.

## ARTICLE II: RECOGNITION

Section 1. The County recognizes Council 82 - Local 2390, AFSCME as the sole and exclusive representative for all employees in the unit described in Article III for the purpose of collective bargaining and grievances, as prescribed by law.

Section 2. The County shall deduct from the wages of employees and remit to Council 82 - Local 2390, AFSCME regular membership dues from those employees who have signed authorization permitting such payroll deductions in a manner and form approved by the County and the Union. Any changes in the amount of union dues to be deducted must be certified in writing to the County from the Union.

Section 3. Employees who do not become members of the Union shall be required as a condition of employment to pay the Union a service charge equal to the amount of union dues. The employer shall make deductions of such fees and transmit to the Union in the same manner as union dues.

Section 4. Council 82 - Local 2390, AFSCME affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

## ARTICLE III: COLLECTIVE BARGAINING UNIT

Section 1. The Bargaining unit as referred to in this Agreement shall exclude the following titles:

- |                        |                                  |
|------------------------|----------------------------------|
| 1. Sheriff             | 8. Secretary to the Sheriff      |
| 2. Under-Sheriff       | 9. Deputy Sheriff                |
| 3. Boat Operator       | 10. Deputy Sheriff Sergeant      |
| 4. Snowmobile Operator | 11. Detective                    |
| 5. ATV Operator        | 12. Detective Sergeant           |
| 6. Court Attendant     | 13. Jail Administrator           |
| 7. Chief Civil Deputy  | 14. Assistant Jail Administrator |

Section 2. Any person hired part-time who either works 20 hours per week, or less, or who works 1,240 hours per year, or less, shall not be members of this bargaining unit and shall not be subject to the terms and conditions of employment between St. Lawrence County and Council 82 - Local 2390.

Section 3. The employer shall notify the Union President or designee within 10 days of the hiring of new employees including addresses, activity, and employment status.

Section 4. The County agrees that international, council, or local representatives shall be allowed to enter premises of the County with the approval of the Sheriff or his designee to discuss working conditions with employees. Such requests shall be at least 24 hours in advance except in the case of an emergency. Such representative shall not interfere with performance of assigned duties.

Section 5. The employer agrees to furnish facilities for Union meetings.

Section 6. The County agrees to provide bulletin boards for the exclusive use by the Union and to permit the Union to post notices on them. Two bulletin boards will be provided; one will be in the jail and the other will be in the civil office.

Section 7. The County shall be responsible for the cost of printing copies of the contract for distribution by the Union to present employees and any new employees hired.

Section 8. The County agrees that Union representatives shall be allowed reasonable time to conduct grievance investigations and proceedings and to transmit communication and other Union activities on County premises without loss of pay or loss of leave credits. The Union agrees to submit to the County a current list of the officers who would be engaged in such activities and agrees that such release time shall not interfere with the activities of the department. The County is not obliged to recognize any union representative whose name does not appear on the most current list provided to the County.

Section 9. The union president or his designee and 3 other employees designated by the president, shall be granted release time without charge to leave credits or loss of pay to engage in negotiations for a successor contract. The union shall notify the Sheriff 7 days in advance when possible or as soon as possible of the need of such time and the names of the employees seeking the release time.

Section 10. Time Off With Pay

(a) **One hundred sixty (160) hours** of time off with pay shall be granted by the Sheriff or his designee to appointed Association representatives to attend official Association functions. **With no limit to number of personnel at a time.**

(b) Time off with pay shall be granted by the Sheriff or his designee to appointed Association stewards and/or representatives to attend training up to a maximum of six (6) employee days per year. If more days are needed, the union must obtain approval from the Sheriff or his designee.

Section 11. Written notification shall be presented to the Sheriff by the President of the Association no later than two (2) weeks in advance of the date the leave is to commence. However, the Sheriff or his designee may grant time off for official association functions with less than two weeks notice if said time off does not interfere with the operations of the department.

Section 12. Labor-Management Program

(a) The County and the Union agree to establish a joint Labor-Management Committee for the purpose of providing communication, discussion and resolvment of problems arising from the interpretation and administration of said contract and other conditions or terms of employment.

(b) The Labor-Management Committee shall be composed of three (3) members appointed by the Chairman of the St. Lawrence County Legislature. The Union President will appoint two (2) members in addition to him/herself.

(c) Both the County and the Union will appoint a Chairman and meetings will be called by mutual agreement of these Chairmen. The Sheriff or his designee shall grant time off to appointed members without loss of pay or charge to leave credits. It is understood that Labor Management Meetings may be attended by Council 82 - Local 2390 representatives.

**ARTICLE IV: RIGHTS AND RESPONSIBILITIES**

The intent and purpose of this Article is to set forth the Rights and Responsibilities of the County as well as the Rights and Responsibilities of the Union. Nothing contained herein shall deprive the County and the Union of any protection and/or rights they have under this Agreement, the New York State Civil Service Law or other applicable law.

**A. RIGHTS AND RESPONSIBILITIES OF THE COUNTY:**

Section 1. Nothing in this agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the Chief Executive Officer or in any way to reduce or abridge such authority.

Section 2. The Rights and Responsibilities of the County include, but are not limited to the following:

- (a) To determine the standards of services to be offered by its offices, agencies and departments;
- (b) To direct the employees of the County;
- (c) To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- (d) To relieve employees from duties because of lack of work, or for other legitimate reasons;
- (e) To determine the methods, means and personnel by which such operations are to be conducted;
- (f) To maintain the efficiency of Government Operations entrusted to them.

### Section 3. Rules and Regulations

The Sheriff may promulgate appropriate rules, regulations, policies and procedures. The Union shall receive a copy of such rules, regulations, policies and procedures thirty (30) days prior to their effective date. The Union shall have the right to discuss such rules, regulations, policies and procedures before they become effective. No rule, regulation, policy and procedure shall take precedence over any matter described in this Agreement.

### B. RIGHTS AND RESPONSIBILITIES OF THE UNION:

Section 1. Employees of the Sheriff's Department shall have the right to form, join and participate in or refrain from joining or participating in the employee organization free from interference, coercion, restraint, discrimination or reprisal.

Section 2. The Union has the right to represent all employees of the Sheriff's Department in the negotiating unit on any matter concerning the terms and other conditions of employment within the limits of this agreement. However, nothing in this agreement shall be construed as to preclude any employee, regardless of Union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority.

Section 3. The Union has the right, either as a representative of any employee or as an observer, to have at least one (1), but not more than two (2) individuals present at any grievance or appeal hearing involving an employee who is determined to be in the negotiating unit.

Section 4. The Union will honestly and fairly represent any employee within the negotiating unit concerning the terms of this agreement whether or not such employee is a member of said Union.

## ARTICLE V: ADMINISTRATION OF SALARY PLAN

Section 1. **Effective upon ratification of the contract, active employees will receive a one-time lump sum payment of one-thousand (\$1,000) dollars which will not be added to base salary.**

- (a) **Effective January 1, 2012 a zero (0%) percent wage increase.**
- (b) **Effective January 1, 2013 a zero (0%) percent wage increase.**
- (c) **Effective July 5, 2014, the County and the union agree to establish a new ten (10) step payroll scale (Appendix A) and employees will be placed on the most appropriate step based on years of service in effect on July 5, 2014.**
- (d) **Effective January 1, 2015, employees hired before July 1, 2014 and are not at step 10 will move to the next step in accordance with Appendix A.**
- (e) **Effective January 1, 2016, the salary schedule will be increased by one and one-half (1.5%) percent and employees hired before July 1, 2015 and not at step 10 will move to the next step in accordance with Appendix A.**
- (f) **Effective January 1, 2017, the salary schedule will be increased by two (2.0%) percent and employees hired before July 1, 2016 and not at step 10 will move to the next step in accordance with Appendix A.**

Section 2. Full-time employees assigned to the "C" shift (3PM-11PM) and the "A" shift (11PM-7AM), or portions thereof, shall receive a seventy-five cent (\$.75) per hour differential. In no event will differentials be paid for those hours worked which are simply extensions of the regular shift assignments, i.e. "overtime."

When a cook works a shift that overlaps with "A" or "C" shift, they shall receive shift differential for only the portion of the shift that they work.

Section 3.

(a) The County agrees to pay the Head Cook and Cooks the hourly rate paid Correctional Officers during the time they are actually performing Correctional Officer's duties when female inmates are incarcerated. Correctional Officer's pay to Head Cooks and Cooks will normally be allotted at the rate of one Correctional Officer per eight hour shift; dependent upon the number of inmates and at the discretion of the Sheriff. The hourly rate shall be computed by dividing the annual salary at the proper step increment of the Correctional Officer's grade by 2,080 hours.

(b) The County agrees to pay any employee who works out of title the appropriate pay at the same rate as outlined above during the time they are performing duties out of title. (For example, a correction officer working as a tour supervisor/sergeant would receive sergeant's pay.)

Section 4.

(a.) The County agrees to pay authorized overtime at a rate of time and a half (1 1/2) for all permanent thirty-five (35) hour per week employees. Overtime pay will not commence until after the employee has worked 40 hours per week. Excused absence shall count toward the 40 hours.

(b.) All other employees will be entitled to overtime compensation (at the rate set forth in Section 5 below) for all authorized "unscheduled" shift assignment work over and above their "scheduled" shift assignment work during a bi-weekly pay period. Excused absences shall count toward their scheduled shift assignment work.

Section 5.

(a) Authorized Overtime will be paid at one half (1 1/2) times the employees annual salary (computed by dividing annual salary by 2,080 hours)

(b) Except for the following exceptions, employees who work overtime may select the option of Compensatory time, in lieu of regular overtime, calculated at one and one half (1 1/2) times the actual hours worked.

Exceptions:

- In-Service Training.
- Backfilling for employees who have utilized Compensatory Time accruals as their means of time off. Unless the employee backfilling has been forced into the overtime situation (forced overtime).
- **Compensatory time may be used on a holiday provided minimum staffing requirements can be met and it does not create an overtime cost to the County.**



- (c) Compensatory time off will be scheduled through the Sheriff, Jail Administrator, Assistant Jail Administrator or their designee.
- (d) Compensatory time off will be granted on a first come first served basis. The requests for Compensatory time off must occur during a current bid cycle and will be granted to the first person within the Correctional Officer/Correctional Sergeant ranks with at least twenty-four (24) hours notice and to the second requestor with at least **twenty-four (24)** hours notice. Not more than two Correctional Officer/Correctional Sergeant members will be granted Compensatory time off on any given shift. The Sheriff may waive this limit if it does not negatively impact the Correctional Facility operation (i.e. create overtime).
- (e) The maximum amount of Compensatory time that can be taken by an individual member of this bargaining unit within a calendar year is **one-hundred eight (108) hours**.
- (f) Members of the bargaining unit may carry over up to forty (40) hours of Compensatory time each year. Eight (8) of those hours may be converted to personal leave, if requested in writing through the Sheriff, Jail Administrator, Assistant Jail Administrator or their designee. This request may be granted as long as the maximum amount of personal leave, six (6) days or forty-eight (48) hours, is not exceeded.
- (g) **Employees have the option of converting compensatory time to payment at the appropriate rate of pay in the first pay period in July of each year. Employees will be required to make notification to the Sheriff or his designee not later than June 15<sup>th</sup>.**
- (h) Any unused Compensatory time in excess of forty (40) hours not used by the last pay period of December will be calculated as overtime and paid to the employee in the first full pay period in January. Compensatory hours on the time and accrual sheets already include the one and one-half (1 ½) times the number of hours actually worked.

Section 6. All part-time and extra help employees shall be paid on an hourly basis for the number of hours actually worked. No advance payment shall be allowed for any hourly, part-time or extra help employee. He/she must have actually worked the number of hours set forth for the payroll period.

Section 7. Employees called in, or required to work, while off duty shall receive pay, calculated at their appropriate rate, for a minimum of four (4) hours. This "forced overtime" shall only adjust the overtime rotation in the correctional facility if the employee was called in to work in the correctional facility (i.e. court appearances would not adjust the overtime rotation).

Section 8. All Correctional Officers, which includes Sergeants and Correction Officers, may be subject to work mandated overtime on occasion. In this event the following procedure shall be followed:

- (a) A listing of all Correctional Staff members, by job title, will be established.
- (b) In the event that overtime becomes available, officers, by job title, will be called and asked if they want the overtime. Officers who do not want to be on this listing shall submit their request to the Warden to have their name removed. The officer requesting to have his name removed from the overtime list must do so at least five (5) days prior to the posting of the bid period schedule and this request would extend through the duration of the three (3) month bid period.
- (c) If in the event that no off-duty officer accepts the overtime, the overtime will be offered to the preceding shift. If no officer accepts this overtime, then it shall be mandated to the least senior officer and officer of same job title will be assigned to this overtime.

(d) In the event that a Correction Officer creates overtime and there is no Sergeant assigned to the shift, the Sergeants may be called and asked if they want the overtime.

(e) This procedure shall also pertain to part-time officers who have worked more than 1,240 hours.

(f) Officers working mandated overtime shall not be required to work more than eight (8) hours per workweek.

Correctional Facility policy shall be followed.

**Section 9. Pre-Shift briefing: Effective July 5, 2014, correction employees are required to report for work 15 minutes prior to the beginning of the shift and will be compensated at the appropriate rate of pay. Compensation will only be made to employees who report for the pre-shift briefing.**

## **ARTICLE VI: WORK DAY AND WORK WEEK**

Section 1. All employees in the Unit not working forty (40) hours at the present time shall work thirty-five (35) hours per week.

Section 2. All other employees shall be scheduled a minimum of 160 hours of shift assignment work every two (bi-weekly) pay periods, and shall work an average of 80 hours of scheduled shift assignment work each bi-weekly pay period. The normal workweek for all Civil Department employees shall be Monday through Friday.

Section 3. The normal work week for all clerical employees shall be Monday through Friday.

Section 4. The procedure for shift selection shall be as follows:

On March 1, June 1, September 1, and December 1 of each year, all shift assignments shall be posted. Employees shall submit requests for their shift assignment preference by the 10th of said months. Employees shall be assigned to shifts of their preference in accordance with seniority. Awards shall be made effective the payroll week nearest the twentieth (20th) of the month. For the purpose of this Article, seniority shall be in accordance with Article 15.3. Where special needs are required, assignments may be made on a temporary basis without regard to seniority. The Union shall be advised as to the reasons and the projected time for such assignments. The reassignment for a 30 day period may be obtained through a voluntary swap. Should no voluntary swap be obtained. Management may assign on a rotating inverse seniority basis from the shift affected by the reassignment.

Section 5. The County will establish a rotating shift that shall allow officers to rotate to other shifts during the scheduled periods of every three (3) months. This will consist of one (1) officer per shift and shall be of volunteer nature. Officers electing to work a rotating shift shall indicate so during the shift bidding period. Officers electing to work a rotating shift shall work one (1) month on each shift during the three (3) month period. Officers who elect to work a rotating shift shall be paid one dollar (\$1.00) per hour differential pay on all shifts assigned. If there are no volunteers, this section shall not be applicable.

Section 6. All part-time officers who exceed 1,240 hours during the course of the year shall receive the same benefits as full-time officers and be subject to the same terms and conditions as defined in the contract.

INTENT: It is the intent of this section that once a part-time officer exceeds 1,240 hours that they will receive the same privileges and benefits of a full-time officer and be scheduled a work week as defined in contract. What this would include is shift selection by seniority on shifts that are available to them. It is to be understood that these officers will not be substituted to replace other officers on already defined shifts. This section would also include them in any mandatory overtime situations. This would also include that any time accruals may be used during the period from 1,240 hours to end of year that the officer may have accrued. However, the officer may elect the cash value of any vacation time accrued which will be made payable in the first payment in January of each year. All other terms and conditions would also apply to them.

### **ARTICLE VII: HOLIDAYS**

Section 1. All employees in the bargaining unit shall receive eleven (11) days off per year in lieu of holidays. Any employee who is required to work on Christmas shall be paid two (2) times his or her regular hourly rate. Any employee who is required to work on holidays other than Christmas is to be paid one and one-half (1½) times his/her regular rate. Any employee required to work overtime on a holiday shall receive one and one-half (1½) times his/her holiday rate.

Section 2. None of these regulations, however, shall be construed as preventing the Board of Legislators from granting employees such additional days off with pay if it may be duly authorized.

Section 3. Holidays to be observed are as follows:

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	

Section 4. Clerical and Civil Deputies will observe the holiday as designated by the County Personnel Office. All other employees will observe the traditional holiday.

### **ARTICLE VIII: VACATIONS**

Section 1.

(a) Permanent forty (40) hour/week employees shall earn vacation in hours per payroll period in accordance with the following schedule. To earn leave accruals, employees must have been in payroll status for a full payroll period. Employees shall not accrue vacation credit during any period of absence, which is compensable under the Workers' Compensation Law or Disability Benefits Law.

After completion of one (1) full year of service, vacation time shall be credited to employees on the anniversary date of their employment as per the following schedule:

- 1 through 5 yrs. completed service - 10 days annual vacation
- 6 through 10 yrs. completed service - 20 days annual vacation
- 11 through 19 yrs. completed service - 25 days annual vacation
- 20 or more yrs. completed service - 30 days annual vacation

No employee can accrue more than two (2) years vacation credit.

(b) All permanent thirty-five (35) hour/week employees shall earn vacation in hours per payroll period in accordance with the following schedule. To earn leave accruals, employees must be in payroll status for a full payroll period. Reinstated employees or employees returning from approved leaves of absence must be in payroll status at least eight (8) of the work days in the pay period or at least sixty (60) hours in the pay period in order to earn said accruals.

After completion of one (1) full year of service, vacation time shall be credited to employees on the anniversary date of their employment as per the following schedule:

- 1 through 5 yrs. completed service - 10 days annual vacation
- 6 through 10 yrs. completed service - 20 days annual vacation
- 11 through 19 yrs. completed service - 25 days annual vacation
- 20 or more yrs. completed service - 30 days annual vacation

No employee can accrue more than two (2) years vacation credit.

(c) Vacation time requested and approved by the Sheriff or his designee must be taken by the employee unless permission to cancel the approved vacation time is granted by the Sheriff or his designee.

(d) Employees who leave County employment for any reason before their first anniversary, lose all vacation accruals. They may not sell them back as outlined in Article VIII, Section 4.

Section 2. (Correctional Division) Request for 32 hours, or more, of vacation leave shall be submitted to the Sheriff, or his designee, during the bidding period in which the vacation is requested with seniority to be considered. Granting or denial of these vacation requests shall be made with the posting of the quarterly shift schedule as defined in Article VI, Section 4. Block vacations will not be denied for the sole reason of overlapping blocks of two days or less.

(a) During the months of July and August, all employees shall not be allowed to take in excess of three (3) consecutive weeks of ninety-six hours (96) or one hundred four (104) hours of vacation leave depending on the work schedule.

(b) No other time off may be used in extending these allocations.

(c) **Every effort will be made to utilize** part-time employees to cover vacation hours when needed, at the discretion of the Sheriff or his designee.

(d) Vacation time that was requested and approved will not require any call backs to confirm time off.

**(e) Vacation time may be used in combination with personal time where there is insufficient hours to cover an eight (8) hour shift request.**

Section 3. No vacation allowance or pay shall be made to any employee until after completion of a six (6) month probationary period. However, the accumulation of vacation allowance and/or pay shall be retroactive to the date of original appointment and shall be credited to the employee on the first (1st) day of the seventh (7th) month of employment.

In the case of part-time correction officers who are appointed to a full-time position, the six-month probation period is waived if he/she has worked more than 1,240 hours as a part-time Correction Officer. Part-time Officers who have not worked a total of 1,240 hours and are hired full-time, shall have the amount of hours worked credited toward the probationary period.

Section 4. When upon resignation or termination the employee has accumulated unused vacation time, not to exceed thirty (30) days, the employee may elect to receive the monetary value computed at the employee's regular hourly rate of that accumulated unused vacation time. In case of death, the Employer shall pay the monetary value of the deceased's accumulated unused vacation time to the employee's beneficiary(ies) as designated on the employees St. Lawrence County Group Life Insurance card.

Upon retirement an employee may elect to receive the monetary value computed at the employee's regular hourly rate of that accumulated unused vacation time up to a maximum of two (2) years vacation credit. At the option of the Sheriff or his designee, an employee selecting to retire may be required to work up to his day of retirement (i.e. no vacation immediately before retirement).

Section 5.

(a) Permanent forty (40) hour per week employees may be paid the monetary value of half of the total hours used under this section, not to exceed forty (40) hours if:

1. They take between 72 and 80 consecutive hours of vacation within a calendar year, OR
2. They take 2 scheduled vacation blocks that total between 72 and 80 hours.

(b) Permanent thirty-five (35) hour/week employees may be paid the monetary value of 5 days vacation by charging it against vacation accruals if:

1. They take 10 or more consecutive days of vacation time within a calendar year (Holidays and Weekends do not count), OR
2. They take 2 periods of 5 consecutive days of vacation within a calendar year. The periods must be Monday through Friday unless the employee has other than a regular Monday through Friday work schedule in which case the periods must be his/her normal workweek (holidays do not count).

(c) In all cases the vacation time must be requested in writing stating that options in this section are being exercised. If the employee wishes to be paid in advance of the first vacation day this request must be made 30 days prior to the first vacation day. Once an employee has selected options under this section and has been paid, the vacation dates shall not be changed or canceled.

An eligible employee may exercise this section only once each calendar year. Vacation time is subject to approval by the Sheriff or his Designee as described elsewhere in this Article.

Vacation time utilized to earn the vacation buyback bonus may not include vacation time already taken. This section is effective on the date of contract signing.

## ARTICLE IX: SICK LEAVE

### Section 1.

(a) Sick leave shall be granted to an employee due to illness, bodily injury and exposure to contagious diseases and attendance upon members of the immediate family whose illness requires the care of said employee. Sick leave shall be granted to all employees for each relative living in the household as follows: Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister, Grandparents **or Domestic Partner**. The above terms include natural, in-law, and step relationship. Sick leave time for all employees working a thirty-five (35) hour work week shall be charged at the rate of seven (7) hours for any sick day used. Sick leave time for all employees working a forty (40) hour work week shall be charged at the rate of eight (8) hours per sick day used. No sick leave charge can be less than one-half ( $\frac{1}{2}$ ) hour. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the Sheriff's Department.

**A Domestic Partner is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage; reside together; and are involved in a committed (lifetime) rather than a casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partnership for a period of not less than one year. The County employee may not have a spouse covered under his or her St. Lawrence County Insurance Plan enrollment and still be eligible to cover a domestic partner.**

(b) All employees shall receive sick leave at the rate of two and one-half ( $2\frac{1}{2}$ ) hours per payroll period. After completing four (4) years of service, these employees will receive sick leave at the rate of five (5) hours per payroll period.

(c) Such earnings may be accumulated up to a maximum of two thousand hours (2,000).

Section 2. An employee on sick leave more than two (2) consecutive days, may at the discretion of the Sheriff or his designee, be required to furnish proof of illness or disability for himself or for members of his immediate family whose illness may require his attendance. Failure to provide such proof of illness as required, or unsatisfactory evidence of illness or evidence indicating that the physical or medical condition was not such to justify absence from work or any abuse of sick leave may be cause for disciplinary action. If the employer suspects that an employee is abusing sick leave, the employer may require validity of the sickness by either a doctor's certification, or verification from a public health nurse, at the employee's option. The Sheriff or his designee may require an employee who has been on sick leave, prior to, and as a condition of his return to employment, to be examined by a County designated physician and/or mental health professional, at the County's expense, to determine that the employee is able to perform his normal duties or what restrictions, if any, may have been placed on him by the doctor and/or mental health professional; and that his return to work will not jeopardize his own health and safety or the health and safety of other employees. The designated physician and/or mental health professional will be provided by the Sheriff's Department with a description of the duties of the employee.

Section 3. Extended sick leave may only be used after regular sick leave accruals have been exhausted, during a long-term illness. Medical documentation of the need for extended sick leave shall be required. Extended sick leave shall be granted to a permanent employee at one-half ( $\frac{1}{2}$ ) their normal salary at the rate of one (1) month for each completed two (2) years of service up to a maximum of six (6) months.

Section 4. When an employee finds it necessary to absent himself for reason of personal illness or bodily injury or for attendance upon members of the immediate family whose illness requires the care of said employee, he shall notify his supervisor two (2) hours before the start of his/her work shift.

Office staff in the Civil Office shall notify his/her Supervisor within one (1) hour before or one (1) hour after the time he/she is expected to report for work.

Section 5. No sick leave or pay shall be made to any employee until after completion of a six (6) month probationary period. However, such accumulation of sick leave or pay shall be retroactive to the date of original appointment and shall be credited to the employee on the first (1st) day of the seventh (7th) month of employment. However, in the event an employee is absent because of illness or bodily injury incurred in his regular employment, sick leave with pay will commence on the first (1st) day of such illness or bodily injury.

In the case of part-time Correction Officers who are appointed to a full-time position, the six-month probation period is waived if he/she has worked more than 1,240 hours as a part-time Correction Officer. Part-time Officers who have not worked a total of 1,240 hours and are hired full-time shall have the amount of hours worked credited toward the probationary period.

Section 6. While on sick leave with pay, employees will continue to accrue sick leave at their regular prescribed rate during such absence. However, such accrual shall not be available to employee until said employee returns from such sick leave:

Section 7. Sick leave credits will not accrue during leaves of absence without pay, or periods of suspension.

Section 8. A record of such sick leave shall be filed with the County Personnel Office.

Section 9. Effective January 1, 2009, if employees have achieved a graduated scale of forty (40) hours accrued of sick leave the first year of eligibility, eighty (80) hours accrued in the second year, one hundred twenty (120) hours accrued in the third year, one hundred sixty (160) in the fourth year, and two hundred (200) hours in the fifth year of eligibility and maintain the two hundred (200) hours of accrued sick leave for all remaining years of employment. The payment schedule follows:

\$500 lump sum payment - no sick leave used during the period from December 15 of the previous year through June 15 of the current year and/or of June 16 of the current year through December 14<sup>th</sup> of the current year.

\$250 lump sum payment - maximum of one day or total of 8 hours sick leave used during the period from December 15 of the previous year through June 15 of the current year and/or of June 16 of the current year through December 14<sup>th</sup> of the current year.

\$125 lump sum payment - maximum of two days or total of 16 hours sick leave used during the period from December 15 of the previous year through June 15 of the current year and/or of June 16 of the current year through December 14<sup>th</sup> of the current year.

No payment - use of sick leave in excess of two days or total of 16 hours during the period from December 15 of the previous year through June 15 of the current year and/or of June 16 of the current year through December 14<sup>th</sup> of the current year.

An employee must work one (1) year in order to receive this lump payment.

#### Section 10. Drug Testing

The Sheriff or his designee may require drug testing on any employee based on reasonable suspicion of drug use. A fair and reasonable due process procedure, as described in the correctional facility's policies and procedures, is to be used in conjunction with this reasonable suspicion.

### **ARTICLE X: PERSONAL LEAVE**

Section 1. All permanent forty (40) hour/week employees shall be granted personal leave at the rate of three (3) days or twenty-four (24) hours per calendar year. All permanent thirty-five (35) hour/week employees shall be granted personal leave at the rate of twenty-four (24) hours in advance.

The Sheriff or his designee may limit the number of employees granted personal leave to one employee per division (jail, civil, and kitchen) per shift. However, additional requests for such leave will not be unreasonably denied. Personal leave may be used in hourly units. A record of such personal leave shall be filed with the County Personnel Office.

Personal leave shall be granted based on seniority. No personal leave may be taken on a holiday. Personal leave may accrue to a maximum of 48 hours.



When a civil deputy has been granted vacation leave, the remaining civil deputy(s) shall be required to give 24 hours notice to the sheriff or his designee in order for personal leave to be considered under this section.

Section 2. All employees in the bargaining unit who enter County service after January 1 of the calendar year shall be credited with personal leave at the rate of two (2) hours for each calendar month worked during the first calendar year of employment.

Section 3. Bereavement Leave of three (3) days shall be granted to all employees for the death of each relative as follows: Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister, Grandparents, Grandchildren, Step-children, and Domestic Partner **as defined in Article IX, Section 1. (a).** The above terms include natural, in-law, and step relationship.

Section 4. In an emergency, notification to immediate supervisor will suffice.

### **ARTICLE XI: LEAVE OF ABSENCE**

Section 1. A leave of absence without pay, not to exceed on (1) year may be granted to a full time permanent employee by the Sheriff.

Section 2. Any full-time, permanent employee who becomes pregnant shall be granted up to six (6) months leave of absence without pay. Vacations, holidays and sick leave and other fringe benefits shall not accumulate during such maternity leave. However, the employee, upon her return to work shall retain any benefits accrued up to the date of commencement of the maternity leave.

Section 3. During an approved leave of absence without pay and subject to and consistent with the St. Lawrence County Employees Group Health Insurance Plan, coverage may be continued, provided direct payment of the total premium is made to the County Treasurer as prescribed by the Personnel Department. Failure to make timely payments will result in cancellation of coverage.

### **ARTICLE XII: WORKERS' COMPENSATION**

An employee who is injured on the job is entitled to Worker's Compensation benefits as provided by New York State Law. He may, however, accept the medical care provided by Workers' Compensation and elect to receive full pay for such time off as he has sick leave credits. In the event that the employee elects sick leave rather than Workers' Compensation benefits, the County shall request reimbursement for the sick leave so used, as provided by the New York State Workers' Compensation Law. Leave credits, equal to the money value (computed to the nearest half day) of the above credit, which is paid directly to the County, shall be restored to the employee's credit.

**ARTICLE XIII: HEALTH INSURANCE AND OTHER INSURANCE**

Section 1. The County will provide eligible employees and their dependents with health insurance coverage equivalent or better than the New York Statewide Plan in effect October 1, 1980. It shall be the sole and exclusive right of the County to determine the insurance carrier. In addition, a Term Life Insurance policy will be provided to eligible County employees.

Section 2. Effective January 1, 2002, the County will implement a new Preferred Provider Plan. The County will also assume 70% of the premium charge for the employee's eligible dependents' health insurance coverage. Also, all employees shall pay an additional \$3 per pay period as a contribution toward such health insurance coverage.

**Effective July 5, 2014, the County will assume 90% of the premium charge for the eligible employee's health insurance coverage.** Also, all employees shall pay an additional \$3 per pay period as a contribution toward such health insurance coverage.

The County will **provide** a Managed Three Tiered Formulary Plan for Prescriptions.

**Effective July 5, 2014, the prescription co-pays will be as follows:**

	Generic	Formulary	Non-Formulary
Retail	<b>\$10.00</b>	<b>\$20.00</b>	<b>\$35.00</b>
Mail Order	<b>\$10.00</b>	<b>\$35.00</b>	<b>\$70.00</b>

**Effective July 5, 2014, medical co-payments shall increase from \$10.00 to \$17.00. Emergency Room co-pays shall be \$100.00.**

Section 3. Eligibility for membership in the County Insurance Program will commence on the first (1st) day of employment and shall become effective on the first day of the following month. Enrollment is not automatic and application for inclusion in the program must be made by the employee through the Personnel Office.

Section 4. The County will assume 100% of the group life insurance premium charge for eligible employees. The cost of eligible dependents group life insurance coverage shall be borne by the eligible employee.

Section 5.

(a) Employees returning from leaves of absence without pay, or Workers' Compensation, must review his/her benefit participation status with the Personnel Department within ten (10) days of their return.

(b) Employees returning from breaks in employment must complete and sign new enrollment or waiver cards for the benefit programs within thirty (30) days.

Section 6. The County will increase the yearly and lifetime health insurance limits to at least the plan limits in place as of December 31, 2007.

Section 7. Council 82 agrees to join the prescription management plan currently implemented by the County for the purpose of cost containment. Benefits under the current plan are not impacted by this prescription management plan.

Section 8. Council 82 agrees to join the Flexible Benefit Plan (IRS Section 125) currently offered by the County. Health insurance premiums shall be a mandatory part of the plan for all employees.

Section 9. All employees covered by this contract shall be provided with a dental plan in the form of a benefit better than the former GHI Plan. The County will pay \$6.76 per month toward the premium for individual employee coverage and the employee shall pay any remaining cost for individual coverage. The employee shall pay the full cost of family coverage, should that be chosen.

#### **ARTICLE XIV: RETIREMENT**

Section 1. Any employee of the St. Lawrence County Sheriff's Department appointed to a permanent, full-time position in the Classified Civil Service must join the New York State Employees' Retirement System as a condition of employment. Membership for all other employees is optional.

Section 2. Eligibility for membership in the Retirement program shall commence on the first (1st) day of employment. This benefit is not automatic. Application must be made through the St. Lawrence County Personnel Office.

The County agrees to provide the New York State Retirement Plan currently in effect with the following options, where applicable: Section 41-J.

Section 3.

- (a) The County agrees to pay **\$3,000** to any employee who retires after 25 years of service but before 26 years 6 months of service.
- (b) **Any employee who agrees to retire between July 5, 2014 and December 31, 2014 shall receive a \$5,000 payment upon retirement.**

Section 4.

- (a) Any employee may use the cash value of any unused sick time to pay up to a maximum of two years of health insurance premiums.
- (b) Effective for any employee who retires after the signing of this contract, any employee with 1,250 or more hours of unused sick time may use the cash value to pay up to a maximum of ten years of health insurance premiums.

## ARTICLE XV: SENIORITY

### Section 1.

(a) Seniority, for contractual purposes, shall commence with the date of first full time hire by the Sheriff's Department **in this bargaining unit**. Time in title will not be retroactive.

(b) For Cooks and Head Cooks, the County agrees to establish a seniority preference list regarding lay off and recalls to work based upon the individual employee and his/her job classification.

Section 2. Before an employee is dismissed for reason of cut-back, job abolishment or any other form of attrition, he will be given preference for placement in existing jobs for which he is qualified. Said abolishment and job placement will be done in accordance with law and other sections of this agreement.

### Section 3.

(a) Seniority for the purposes of time off, shift bidding and distribution of overtime shall be time in title in the St. Lawrence County Sheriff's Department. Time served as provisional, temporary, or probationary shall count for time in title upon ratification without retroactivity.

(b) Where there are two or more employees with same time in title, the tie shall be broken by time division, i.e., correction and civil, time in St. Lawrence County Sheriff's Department and Civil Service test score. Tie results from identical test score shall be broken by a coin toss.

**Section 4. Seniority for layoff and recall shall be defined by Civil Service law and shall be done in accordance with the Manual on Layoff Procedure issued by the New York State Department of Civil Service.**

## ARTICLE XVI: UNIFORMS

Section 1. The employer shall provide uniforms and equipment, as itemized herein, to all employees of the Sheriff's Department who are required to wear uniforms. The local union will be consulted concerning any proposed changes in uniforms and equipment.

Section 2. The Sheriff shall prescribe the uniforms to be worn by employees on duty. All items shall be consistent with standards established by the Sheriff. Uniforms and equipment provided by the Sheriff shall be used by employees while performing their official duties in the service of the Sheriff's Department.

Section 3. The employer agrees to furnish each employee required to wear a uniform within the Correctional Division the following within thirty (30) days of their employment:

A work uniform consisting of:

- |  |                             |
|--|-----------------------------|
| 3 - pairs of pants   | 1 - hand cuff carrier       |
| 3 - long sleeve shirts   | 1 - glove pouch             |
| 3 - short sleeve shirts  | 1 - name tag                |
| 1 - winter coat  | 1 - set of collar insignias |
| <b>1 - fleece jacket</b>   | 1 - minimag flashlight      |
| 1 - set of handcuffs   | 1 - flashlight holder       |
| 1 - pair of shoes with cost not to exceed \$80.00- replaced as needed every year | 1 - baseball style cap      |
|  | 1 - sweater                 |

The employer agrees to provide for the repair and for replacement of uniforms on an as needed basis due to damage or normal wear and tear. The employee shall be required to turn in any damaged or worn uniforms or property before being issued new uniforms or property.

The employer shall pay the employees holding the following titles, the sum of \$150 for washing and maintaining their own work uniform: Correctional Officer, Correctional Sergeant, Cook, Head Cook, Records Officer, and Civil Deputy. This sum is to be paid in the last pay period in the month of December.

Section 4. The employer agrees to furnish the Head Cooks and Cooks with five (5) aprons to be worn over their clothing. Aprons shall be replaced on an as needed basis. The Head Cook and Cooks shall be required to turn in any damaged or worn aprons before new ones are issued.

The employer agrees to furnish as needed, but not more than, one (1) pair of shoes every year. The cost will not exceed \$80.00. This applies to Cooks, Clerks, Correctional Officers and Civil Deputies.

Section 5. The Sheriff shall determine the style of uniform and the dates of changing from summer to winter uniforms, and vice versa.

Section 6. The employer agrees to replace or repair all clothing of Civil Deputies damaged in the line of duty.

Section 7. When an employee terminates employment with the Sheriff's Department, he shall return his uniform and equipment issuance prior to receipt of his final pay check.

Section 8. The County agrees to reimburse any new employee for the cost of the Criminal History Check and Fingerprinting.

**ARTICLE XVII: MILEAGE & TRAVEL REIMBURSEMENT**

Section 1. Any employee who is required to use their personal vehicle in the performance of official business shall be reimbursed at the current IRS rate.

Section 2. If an employee is required to travel in excess of 400 miles in a day, it shall be considered an "overnight." Expenses incurred for meals and lodging are payable upon presentation of receipts.

## **ARTICLE XVIII: HAZARDOUS DUTY BENEFIT**

A Hazardous Duty Benefit (HDB) shall go into effect on the anniversary date of an employee's 3rd, 5th, 10th, 15th, and 20th year of service. Each step is worth fifty cents (\$.50), sixty-five cents (\$.65), ninety cents (\$.90), one dollar and five cents (\$1.05), and one dollar and forty cents (\$1.40) on the employee's hourly rate, up to 2,080 hours annually.

## **ARTICLE XIX: RECIPROCAL RIGHTS**

Section 1. The County shall so administer its obligations under this Agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employees by reason of sex, nationality, race, creed, political affiliation or union affiliation.

### Section 2.

(a) The County agrees that all employees covered by this Agreement shall have the right to examine their personnel files. One file is maintained by the St. Lawrence County Personnel Office and the other file is maintained by the Sheriff. These files shall contain their personnel application, evaluations, and all letters of commendation, reprimand, suspension, fines, demotions and any and all work related actions that have taken place during his/her employment with the department. Such review shall be in the presence of the Personnel Officer or his designee or the Sheriff or his designee, as the case may be, during regular hours.

(b) No letter of criticism, or any other document derogatory in nature may be placed in an employee's official personnel files as described in 2(a) without the employee first having an opportunity to review the document. Should the employee, upon review of the document disagree with all or part of any such letter, he shall have the right to seek removal of any part or all of the document by filing a grievance in accordance with Article XXI, Section 7, Stages 1, 2, and 3 only of this Agreement. If at the time of the effective date of this Agreement, there exists in an employee's folder documents of which he has no copies, copies of such documents will be furnished to the employee. The employee has a right to file a response, which will be attached thereto.

(c) Any bargaining unit member shall have the right to read and discuss with his supervisors any performance evaluation before it is placed in his personnel file. If the bargaining unit member takes exception to any or all of a performance evaluation he shall have the right to have his own letter of response placed in his personnel file. Management performance evaluations are not subject to being removed from the individual personnel file under the auspices of the grievance procedure.

Section 3. No employee shall be requested to take a polygraph test for any reason whatsoever.

Section 4. The County agrees to continue to sponsor educational courses and training programs on the same basis as previously practiced, with every case to be considered separately for tuition and educational expense reimbursement.

Section 5. The County agrees that medical/mental health examinations requested by the County shall be paid by the County except those required under the present sick leave policy. The County may request a medical/mental health examination at any time and shall have the right to name the physician/mental health professional to conduct the medical/mental health examination. In addition, an individual employee may elect to have his own physician/mental health professional perform a medical/mental health examination which expenses shall be borne by the employee.

Section 6.

(a) The County agrees to permit Council 82 - Local 2390, AFSCME representatives to represent any employee(s) before the appropriate body involving the employee(s) grade allocation.

(b) Any new position in the bargaining unit shall be created by the County Legislative Board, who shall establish the classification, title and pay grade. Council 82 - Local 2390, AFSCME will be notified of the title and pay grade and will be furnished a job specification of the position. If Council 82 - Local 2390, AFSCME determines that the salary grade is improper because of required skills, education, training and experience as compared to other positions in the same salary grade, Council 82 - Local 2390, AFSCME shall, within fifteen (15) working days, request a meeting of the Labor-Management Committee to determine whether the position is assigned to the proper salary grade. The position's salary grade will be placed in effect upon the creation of the position and, if as a result of the Labor-Management Committee decision, an adjustment is necessary, the adjustment shall be effective at the beginning of the succeeding pay period following the approval of the County Board of Legislators.

(c) The County shall notify the Union before any positions are eliminated from the bargaining unit. (This does not constitute a request.)

Section 7. The County agrees that all civil service examinations will be well advertised in advance and copies of each examination notice will be placed on bulletin boards throughout the County. Results of said examinations will be published as soon as they are released by the County Personnel Office. Copies of each examination notice and press release of marks will be furnished to the President of Council 82 - Local 2390, AFSCME.

Section 8. The County agrees that if the New York State Legislature passes any permissive legislation favorable to public employees, Council 82 - Local 2390, AFSCME, upon their request, shall be granted an Agreement reopener for discussion of said benefit(s).

Section 9. The County further agrees that Council 82 - Local 2390, AFSCME shall have the right to represent its members in accordance with the Civil Service Law and the Rules for the Classified Civil Service of St. Lawrence County. Copies of said Rules shall be furnished to the employees.

Section 10. The County agrees to maintain appropriate safety and security features.

Section 11. The Sheriff shall continue to use the evaluation system devised jointly by the Union and the County. The Sheriff shall evaluate all departmental personnel on an annual basis. Any individual receiving an unsatisfactory evaluation shall be re-evaluated after six months. The Sheriff shall continue to use the evaluation system devised jointly by the Union and the County. (See Standardized Performance Evaluation System Section "H".)

Section 12. The County and the Union agree not to interfere with the rights of employees to become members of the Union, or refrain from becoming members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or the Union or any County or Union representative against any employee because of Union membership or lack thereof or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the Union.

Section 13. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female.

Section 14. The County agrees that in any case of transfer to another County Department, an employee's sick, vacation and personal leave accruals shall be transferred with the employee and such employee shall receive credit for such accruals in the department to which he is transferred.

Section 15. All references to employees in this agreement shall mean only employees as defined in Article III, Section 1.

Section 16. The Employer shall accord the Union three (3) separate deductions on its payroll for payroll deductions authorized in writing by the employee.

## **ARTICLE XX: DISCIPLINARY PROCEDURE**

### Section 1. Exclusive Procedure:

Discipline shall be imposed upon employees otherwise subject to the provisions of Sections 75 and 76 of the Civil Service Law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

### Section 2. Disciplinary Procedure:

(a) Discipline shall be imposed only for just cause. Where the appointing authority or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with two copies of the notice which shall include the statement: "You are provided two copies in order that one may be given to your representative."

(b) The Union President shall be notified in writing of any discipline within 24 hours of the discipline. This notice shall not contain the employee's name. It shall contain the charges and the discipline enacted.



(c) The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 10 days (days as used in this Article shall mean work days) of service of the notice of discipline, or (2) having filed a grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

(d) The notice of discipline may be the subject of disciplinary grievance which shall be served upon the Sheriff or his designee in person or by registered or certified mail within 10 days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present his position to the Sheriff or his designee within 10 days of the receipt of a disciplinary grievance, and upon consideration of such position, the Sheriff shall advise the Union of its response in writing by registered or certified mail within 10 days of such meeting.

(e) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee within 10 days of the service of the Sheriff's response.

(f) The Employer and the Union shall continue the procedure for the arbitration process pursuant to the voluntary rules of arbitration of the Public Employee Relations Board.

(g) The disciplinary arbitrator shall hold a hearing within 14 days of his qualification and shall render a decision within 10 days of the date of the close of the hearing or within 10 days after receipt of the transcript, if either party elects a transcript.

(h) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party. Unless mutually agreed otherwise, transcripts must be requested prior to the first day of a disciplinary arbitration.

(i) Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 4 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

(j) All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or between the Employer and the employee if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

(k) In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding.

### Section 3. Settlements

A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be offered a reasonable opportunity to have his attorney or a Union representative present before he is required to execute it. The Union President or his designee at the appropriate level shall be provided with a copy of any settlement within 24 hours of its execution.

### Section 4. Suspension before Notice of Discipline

(a) Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs (1) or (2) below.

(1) The appointing authority or his designee may suspend without pay an employee when the appointing authority or his designee determines that there is probably cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable and shall be served no later than seven days following any such suspension.

(2) The appointing authority or his designee may suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

(3) When an employee has been suspended without pay, the department meeting may be waived by the employee or by the Union, with the consent of the employee at the time of filing of the disciplinary grievance. In the event of such waiver, the employee or the Union shall file the grievance form within the prescribed time limits for filing a grievance directly with PERB. The case shall be given priority in assignment.

(4) An employee who is charged with the commission of a crime, suspended without pay and subsequently not found guilty and against whom no disciplinary action is taken for the incident in question, shall be reinstated with full back pay.

(b) A registered or certified letter notifying the President of the Union of any suspension under paragraph (a) above shall be sent within one day, excluding Saturdays, Sundays and holidays.

### Section 5. Union Representation

An employee shall be entitled to be represented at a disciplinary grievance meeting. Such representatives shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investigating disciplinary grievances during such employees' scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employees' scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such employees' scheduled working hours, such time shall not be considered as time worked.

### Section 6. Limitation

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than twelve (12) months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

### Section 7. Other Actions

Shift, job transfer or other reassignments to another work station shall not be made for the purpose of imposing discipline provided; however, that nothing in this paragraph shall bar any action otherwise taken pursuant to this Article.

## **ARTICLE XXI: GRIEVANCE PROCEDURE**

### Section 1. Declaration of Policy

The purpose of the Grievance Procedure is to provide an orderly process whereby employees of the County may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of these objectives.

Section 2. No provision in this agreement shall be interpreted to require the union to process a grievance of an employee at any stage of the grievance procedure if the union considers the grievance to be without merit.

### Section 3. Definitions

- (a) "Decision" means the employer's explanation of the subject matter of a complaint.
- (b) "Union" means the St. Lawrence County Deputy Sheriffs' Local #2390, and/or Council 82 - Local 2390 AFSCME, AFL-CIO.
- (c) "Board" means the St. Lawrence County Board of Legislators.
- (d) "Complaint" means the written allegations constituting a grievance.

- (e) "Day" means 9:00 AM to 5:00 PM, Monday through Friday, excluding contract Holidays.
- (f) "Employee" shall mean any person or persons employed by St. Lawrence County Sheriff's Department as covered by this agreement.
- (g) "Grievance" shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this agreement.
- (h) "Immediate Superior" shall mean the officer of the next higher level of authority who normally supervises the employees' work and approves his or her time record or evaluates his or her work performance.

#### Section 4. Time Limits

- (a) The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties.
- (b) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.
- (c) In the case of a class action grievance, the grievance may be submitted directly to the Sheriff or his designee.
- (d) A grievance must be originally presented within ten (10) work days of its occurrence or the date on which the employee could reasonably have been expected to have known of the occurrence.
- (e) Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance, if on the part of the employee; should the employer or its representative fail to timely respond at any step of the procedure, the employee shall then entitled to appeal to the next step or directly to arbitration, as the case may be.

#### Section 5. Union Stewards and Representatives

Employees designated by the Union to act as representatives shall be known as stewards, and only one (1) shall have the right to investigate and process grievances during their scheduled working hours without loss of pay or accruals. Employees seeking released time for this purpose shall request permission from their supervisor, which shall not be unreasonably denied. It is understood that not more than one (1) steward will be granted release time at a time in the provision of this section. The Union shall provide a current list of names and work locations of all employees designated as stewards. The County is not obligated to recognize as a steward any person whose name does not appear on the current list. The President or his designee, grievant, and necessary witnesses shall suffer no loss of pay or accruals for time spent in any grievance or arbitration hearings, including travel time.

## Section 6. Grievance Procedure

Stage 1. The Union steward or other authorized representative of the Union, with or without the aggrieved employee, shall present the grievance orally to the immediate superior. The immediate superior may then make such investigation as he deems appropriate, including consultation with this superior. A decision shall be rendered to the grievant and his representative within five (5) work days after the presentation to him at this stage. If the immediate superior does not respond, the Union shall proceed to the next stage.

Stage 2. If the matter is not settled at Stage 1, the grievance may be submitted within ten (10) work days of the date such decision is received by the local Union President or his authorized representative to the Sheriff or his designee. The Sheriff or his designee shall refer the grievance to the Grievance Resolution Committee consisting of two (2) representatives from Management and two (2) representatives from the Union. This Committee shall meet and review the grievance. If a mutually agreed solution is found, it becomes the Committee's non-binding recommendation to the Sheriff. This meeting and recommendation to the Sheriff must be forwarded to the Sheriff no later than ten (10) work days that the grievance was received by the Sheriff. A meeting shall be held between the Sheriff or his designee and the Union President or his designee not later than fifteen (15) work days after the date the grievance is submitted at this stage. The Sheriff or his designee shall transmit to the Union President or his designee in writing the decision on any grievance matter within ten (10) work days after the date such meeting is held.

Stage 3. If the matter is not settled at Stage 2, the grievance may be submitted within ten (10) work days of the date such decision is received, by the Union President or his designee to the Chairman of the Board of Legislators or his designee. A meeting shall be held between the Chairman of the Board of Legislators or his designee and the Union's President or his designee not later than ten (10) work days after submitting the grievance at this stage. The Chairman of the Board of Legislators or his designee shall transmit to the Union, in writing, his decision on any grievance matter within ten (10) work days of the date that such meeting is held.

Stage 4. If the grievance remains unsettled, the employee and/or union may submit the grievance to binding arbitration by written notice to the Chairman of the Board of Legislators within fifteen (15) days of the decision at Stage 3. Within five (5) days after such written notice of submission to arbitration, the aggrieved party shall request a list of arbitrators from the Public Employee Relations Board. The parties will then be bound by the Rules and Procedures of the Public Employee Relations Board in the selection of an arbitrator.

### Stage 5. Arbitration Procedure

(a) In the event that the Union desires to submit an unresolved grievance to arbitration, a notice of the demand for arbitration together with a copy of the grievance shall be sent by registered or certified mail to the Sheriff, the County, and the Public Employee Relations Board, which shall select the arbitrator according to its rules of procedure.

(b) Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within thirty (30) calendar days of the date that the arbitration hearing was held, or within thirty (30) calendar days of the submission date of any written briefs, should such be required. The rules of

procedure of the Public Employee Relations Board shall be used in the conducting of all arbitration hearings.

(c) No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

(d) The parties shall share equally the cost of the arbitration, exclusive of the cost of presentation, which shall be borne by the respective parties.

## ARTICLE XXII: SAVINGS CLAUSE

Section 1. The employer retains all its rights and privileges not specifically limited by this agreement.

Section 2. This agreement shall constitute the full and complete understanding between the County and the Union and may be altered, changed, added to, deleted from or modified only through mutual, voluntary consent of the parties in a written and signed amendment to this agreement.

Section 3. If any section or article of this agreement is found to be illegal, by a court of competent jurisdiction, only that section will be affected. All other provisions of this agreement will remain in effect.

Section 4. This agreement shall remain in effect until 11:59 PM on December 31, **2017**. Either party hereto may, on or after July 1, **2017**, serve notice, in writing, upon the other party of its desire to amend, modify or terminate this agreement effective January 1, **2018**. In such event, the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

Section 5. If the County and the Union have not reached a new agreement by January 1, **2018**, the County and Union agree to work under the terms of this agreement until such time as a new agreement is signed.

May 5, 2014

RESOLUTION NO. 136-2014

**AUTHORIZING THE CHAIR TO SIGN A CONTRACT WITH  
COUNCIL 82, LOCAL 2390 FOR 2012-2017**

By Mr. Lightfoot, District 3; Mr. MacKinnon, District 4;  
Mr. Peck, District 5; and Mr. Putman, District 9

**WHEREAS**, the contract between St. Lawrence County and Council 82, Local 2390 expired on December 31, 2011, and

**WHEREAS**, the contract negotiations are completed between St. Lawrence County and Council 82, Local 2390, and

**WHEREAS**, as the result of contract negotiations, St. Lawrence County believes that it is in the best interest of both parties to successfully conclude the process with a five-year contract (2012-2017),

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Legislators authorizes the Chair to sign a contract with Council 82-Local 2390 for 2012-2017, upon the advice and approval of the St. Lawrence County Negotiating Team with formal ratification by the membership of Council 82-Local 2390.

STATE OF NEW YORK                    )  
  ) ss:  
COUNTY OF ST. LAWRENCE         )

I, Kelly S. Pearson, Deputy Clerk of the St. Lawrence County Board of Legislators, **DO HEREBY CERTIFY**, that I have compared this Resolution No. 136-2014 entitled "Authorizing the Chair to Sign a Contract with Council 82, Local 2390 for 2012-2017", Adopted May 5, 2014, with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

Kelly S. Pearson  
Kelly S. Pearson, Deputy Clerk  
St. Lawrence County Board of Legislators  
May 6, 2014

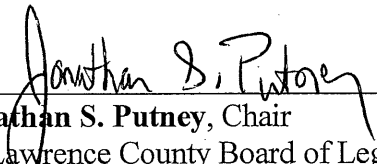
**ARTICLE XXIII: LEGISLATIVE APPROVAL**

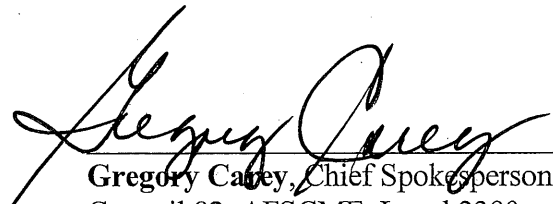
IT IS AGREED BY AND BETWEEN THE PARTIES THAT PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

In witness whereof, the parties have hereunto set their hands and seal this 24<sup>th</sup> day of JUNE, 2014.

ST. LAWRENCE COUNTY

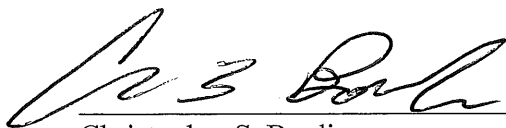
COUNCIL 82, AFSCME, LOCAL 2390

  
\_\_\_\_\_  
**Jonathan S. Putney**, Chair  
St. Lawrence County Board of Legislators

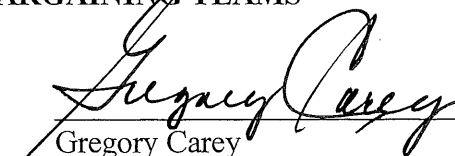
  
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**Gregory Carey**, Chief Spokesperson  
Council 82, AFSCME, Local 2390



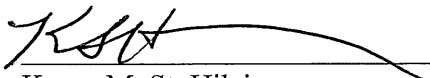
SIGNATURES OF BARGAINING TEAMS



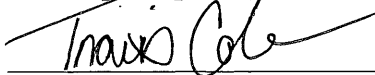
Christopher S. Boulion  
St. Lawrence County  
Chief Spokesperson



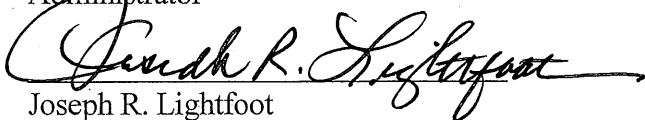
Gregory Carey  
Council 82, AFSCME, Local 2390  
Chief Spokesperson



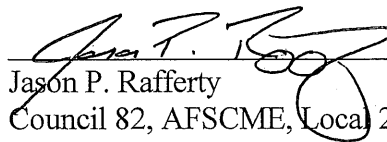
Karen M. St. Hilaire  
St. Lawrence County  
Administrator



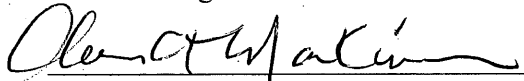
Travis L. Cole  
Council 82, AFSCME, Local 2390  
President



Joseph R. Lightfoot  
St. Lawrence County  
Board of Legislators



Jason P. Rafferty  
Council 82, AFSCME, Local 2390  
Vice President



Alex A. MacKinnon  
St. Lawrence County  
Board of Legislators



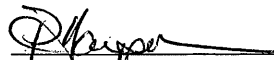
Donald A. Peck  
St. Lawrence County  
Board of Legislators



Stephen M. Putman  
St. Lawrence County  
Board of Legislators



Kevin M. Wells  
St. Lawrence County  
Sheriff



Peggy Harper  
St. Lawrence County  
Assistant Jail Administrator

**APPENDIX A  
SALARY SCHEDULE**

Employees move up one (1) step on January 1 of each year.

Employees will be paid eighty (80) hours of hazardous duty pay per payroll period.

Anniversary date is the date of hire for full-time employment in the St. Lawrence County Sheriff's Department.

Any employee who receives a promotion during the life of the contract shall go to the next closest higher pay on the salary schedule.

**APPENDIX A**

<b>Correction Officer and Civil Enforcement Officer Salary Schedule</b>											
	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>2014-15</b>	\$41,175	\$42,431	\$44,462	\$48,081	\$48,704	\$49,180	\$50,906	\$51,619	\$52,393	\$53,179	\$53,977
	\$19.80	\$20.40	\$21.38	\$23.12	\$23.42	\$23.64	\$24.47	\$24.82	\$25.19	\$25.57	\$25.95
<b>2016</b>	\$41,793	\$43,067	\$45,129	\$48,802	\$49,435	\$49,918	\$51,670	\$52,393	\$53,179	\$53,977	\$54,786
	\$20.09	\$20.71	\$21.70	\$23.46	\$23.77	\$24.00	\$24.84	\$25.19	\$25.57	\$25.95	\$26.34
<b>2017</b>	\$42,628	\$43,929	\$46,032	\$49,778	\$50,423	\$50,916	\$52,703	\$53,441	\$54,242	\$55,056	\$55,882
	\$20.49	\$21.12	\$22.13	\$23.93	\$24.24	\$24.48	\$25.34	\$25.69	\$26.08	\$26.47	\$26.87

<b>Corrections Sergeants Salary Schedule</b>											
	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>2014-15</b>	\$41,581	\$50,353	\$52,384	\$56,444	\$57,294	\$58,144	\$58,994	\$59,844	\$60,742	\$61,653	\$62,319
	\$19.99	\$24.21	\$25.18	\$27.14	\$27.55	\$27.95	\$28.36	\$28.77	\$28.12	\$28.55	\$29.96
<b>2016</b>	\$42,205	\$51,108	\$53,170	\$57,291	\$58,153	\$59,016	\$59,879	\$60,742	\$61,653	\$62,578	\$63,254
	\$20.29	\$24.57	\$25.56	\$27.54	\$27.96	\$28.37	\$28.79	\$29.20	\$28.55	\$28.97	\$30.41
<b>2017</b>	\$43,049	\$52,130	\$54,233	\$58,436	\$59,316	\$60,196	\$61,076	\$61,956	\$62,886	\$63,829	\$64,519
	\$20.70	\$25.06	\$26.07	\$28.09	\$28.52	\$28.94	\$29.36	\$29.79	\$30.23	\$30.69	\$31.02

<b>Support Staff Salary Schedule</b>											
<b>2014-15</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
ACCT CLK	\$31,082	\$31,582	\$32,180	\$32,680	\$33,170	\$33,668	\$34,173	\$34,685	\$35,206	\$35,734	\$36,270
RECORDS	\$33,179	\$33,679	\$34,302	\$34,783	\$36,505	\$38,853	\$39,353	\$39,853	\$40,353	\$40,853	\$41,353
Sr ACCT CLK	\$33,050	\$33,550	\$34,172	\$34,652	\$35,979	\$36,651	\$37,319	\$37,952	\$38,768	\$39,546	\$40,321
COOK	\$22,942	\$23,792	\$24,414	\$25,242	\$26,953	\$29,183	\$29,683	\$30,183	\$30,683	\$31,183	\$31,683
HEAD COOK	\$31,210	\$31,710	\$32,332	\$32,813	\$34,537	\$35,055	\$35,581	\$36,250	\$36,794	\$37,346	\$37,906
<b>2016 Schedule</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
ACCT CLK	\$31,548	\$32,056	\$32,663	\$33,170	\$33,668	\$34,173	\$34,685	\$35,206	\$35,734	\$36,270	\$36,814
RECORDS	\$33,677	\$34,184	\$34,817	\$35,305	\$37,053	\$39,436	\$39,943	\$40,451	\$40,958	\$41,466	\$41,973
Sr ACCT CLK	\$33,546	\$34,053	\$34,685	\$35,172	\$36,519	\$37,201	\$37,879	\$38,521	\$39,350	\$40,139	\$40,926
COOK	\$23,286	\$24,149	\$24,780	\$25,621	\$27,357	\$29,621	\$30,128	\$30,636	\$31,143	\$31,651	\$32,158
HEAD COOK	\$31,678	\$32,186	\$32,817	\$33,305	\$35,055	\$35,581	\$36,115	\$36,794	\$37,346	\$37,906	\$38,474
<b>2017 Schedule</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
ACCT CLK	\$32,179	\$32,697	\$33,316	\$33,834	\$34,341	\$34,856	\$35,379	\$35,910	\$36,448	\$36,995	\$37,550
RECORDS	\$34,350	\$34,868	\$35,513	\$36,011	\$37,794	\$40,225	\$40,742	\$41,260	\$41,777	\$42,295	\$42,813
Sr ACCT CLK	\$34,217	\$34,734	\$35,378	\$35,875	\$37,249	\$37,945	\$38,636	\$39,292	\$40,137	\$40,942	\$41,744
COOK	\$23,752	\$24,632	\$25,276	\$26,133	\$27,904	\$30,213	\$30,731	\$31,248	\$31,766	\$32,284	\$32,801
HEAD COOK	\$32,312	\$32,829	\$33,473	\$33,971	\$35,756	\$36,292	\$36,837	\$37,530	\$38,093	\$38,664	\$39,244

