

AGREEMENT

BETWEEN

THE COUNTY OF ST. LAWRENCE

AND

**THE ST. LAWRENCE COUNTY UNIT OF THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

2025 - 2028

THE COUNTY OF ST. LAWRENCE

AND

THE ST. LAWRENCE COUNTY LOCAL 1000 UNIT 8400 OF THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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ARTICLE I - PREAMBLE

The County of St. Lawrence, hereinafter referred to as the “County” and the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, hereinafter referred to as the “Association,” 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 the New York State or Federal Laws. Both parties to this agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment, and working conditions shall be of the highest caliber to attract and maintain in employment with St. Lawrence County, the best personnel available. We furthermore affirm that each County employee shall, at all times, be a dedicated, courteous, and efficient representative of public employment, realizing full well that he/she is performing an essential service private enterprise cannot undertake.

ARTICLE II - RECOGNITION

Section 1. The County employer recognizes the Civil Service Employee’s Association, Inc., Local #1000, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining and grievances for the employees in the bargaining unit as defined in Article III.

- The term “employees” as referenced throughout this contract shall mean an individual employed by St. Lawrence County and holding a position/title represented by this bargaining unit, as defined in Article III, who may or may not be paying union dues.
- The term “member” as referenced throughout this contract shall mean an employee holding a position/title represented by this bargaining unit, as defined in Article III, who pays CSEA union dues.
- The term “non-member” as referenced throughout this contract shall mean an employee holding a position/title included in this bargaining unit, as defined in Article III, who has chosen (opted) not to pay union dues.
- Employee type/status definitions can be found in Appendix C.

Section 2. The County shall deduct from the wages of employees within the bargaining unit, regular membership dues, insurance premiums, credit union deductions, uniform rentals, savings bond, life insurance savings plan, and deferred income savings plan, as authorized by individual employees. Other deductions as are mutually agreed upon for those employees who have signed authorizations permitting such payroll deductions may also be deducted. The County shall remit appropriate deductions to the CSEA, Inc., in the manner and form approved by the Association and the Office of the County Treasurer.

Separate deductions will be made for membership dues, Term Life, Accident and Sickness, and Whole Life insurances and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee’s name, social security number and dollar amount deducted for dues, and for each insurance program.

Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:

- A = Membership dues payable to CSEA, Inc.
- B = Term Life Insurance payable to Pearl Insurances.
- C = Accident and Sickness Insurance payable to Pearl Insurances.
- D = Whole Life Insurance payable to Pearl Insurances.
- E = People Deduction (See Section #5) payable to PEOPLE.

Section 3. The CSEA, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made to it, from the wage or salary of the employees of said bargaining unit excluding “non-members”, temporary and casual employees. The County shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210. CSEA agrees to hold the County safe and harmless because of said deductions. Employees who are either regular full-time employees or regular part-time employees may choose to be members of the bargaining unit. Members of the bargaining unit shall have union dues deducted as per direction of the Civil Service Employees Association, Inc. Employees who wish to withdraw their authorization for dues deduction must do so by following the instructions on their dues authorization card and notifying the County Treasurer’s Office (Payroll Department). For more information, contact CSEA at 1-800-342-4146.

Section 4. The President or the designee of the CSEA Union will be informed of the names, job titles, departments and work locations of all new employees in the bargaining unit within two (2) weeks of their employment. The County shall allow a CSEA representative to meet with a new employee for a reasonable amount of time, not to exceed 30 minutes, during his/her work time. There shall be no charge to the leave credits of the new employee and/or CSEA representative. An Association representative will present a new employee with his/her contract and provide orientation to his/her contract rights and benefits.

Section 5. The employer agrees to deduct from the wages of any employee who is a member of the Union a “People” deduction as provided for in the Federal Election Campaign Act of 1971, as amended. Each eligible employee must authorize such deduction in writing. Authorization may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to this section in the same manner as outlined in Article II, Section 2.

ARTICLE III - COLLECTIVE BARGAINING UNIT

The County, acting through its Board of Legislators, has recognized the St. Lawrence County Unit, CSEA, Inc., as the sole and exclusive bargaining unit for all St. Lawrence County employees with the following exceptions:

Individuals employed by St. Lawrence County in the following position(s)/title(s), units, unions and/or departments:

1. The Sheriff’s Office, County Jail, and the Civil Department of the Sheriff’s Office, as defined in Board Resolution No. 61-72, acted upon May 8, 1972
2. CSEA Unit 8427 (Solid Waste Department)
3. The Indigent Defenders Union
4. All Attorney, Physician (including Medical Director and Consultant), Nurse Practitioner and Physician Assistant
5. All elected positions within the St. Lawrence County Service
6. Commissioner, Superintendent, Deputy Director, Director, Assistant Director/Manager
7. All Department Head positions and Program Director positions
8. All positions identified as Management Confidential and/or Policy Influencing (ex. Chief Payroll Clerk)
9. All positions in the Human Resources Department and the Board Office
10. The County Attorney and his/her Assistants
11. All positions listed in the CSEA contract under the “St. Lawrence County Title File” identified as FR (Flat Rate)
12. All summer youth participant, JTPA, PWP and Summer help positions per past practice and on a case by case basis by signed waiver by the President of CSEA

13. All Temporary and Casual (Per Diem) positions
14. All positions categorized as working at the pleasure (serving at the will) of the appointing authority per state statute.
15. All positions with a civil service jurisdictional classification of "Exempt"

The County further agrees that all newly created positions, except those that are defined above, will be in the bargaining unit. Should the County or the Association disagree on the inclusions of title(s), such dispute will be referred to the Labor Management Committee, and its decision will be binding on both parties.

ARTICLE IV - RIGHTS AND RESPONSIBILITIES

The intent and purpose of the Article within is to set forth the Rights and Responsibilities of the County, as well as those of the Association. Nothing contained herein shall deprive the County or the Association of any protection and/or rights afforded them under the contract, the New York State Civil Service Law, nor any other applicable law.

A. Rights and Responsibilities of the County:

1. Except as expressly limited by other provisions of this agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including, but not limited to: the right to determine the mission, purposes, objectives, and policies of the County, to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify or re-classify and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.
2. 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 employee by reason of sex, nationality, race, creed, religion, disability, sexual orientation, national origin or union affiliation.
3. The County shall so administer its obligation under this Agreement in accordance with the Rules of the Classified Civil Service of St. Lawrence County, as amended.

B. Rights and Responsibilities of the Employee Association:

1. Employees of the County shall have the rights to form, join, and participate in or to refrain from joining or participating in any employee organization free from interference, coercion, restraint, discrimination, or reprisal.
2. The Association has the right to represent all employees within the bargaining unit on any matter concerning the terms and conditions of employment within the law and the limits of this Agreement. **Pursuant to Civil Service law, no union member is entitled to due process rights during a probationary period or provisional appointment regardless of the length of that status.** However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Association membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority.

3. The Association has the right either as a representative of any employee, or as an observer, to have at least one, but not more than two, individuals present at any grievance or appeal hearing involving an employee who is determined to be in the bargaining unit. However, an employee shall have an unqualified right to choose his/her own representative so long as said representative does not represent a competing organization or to determine that he/she does not desire representation in a grievance or appeal hearing. An Association representative shall be present at all hearings.
4. The Association has the right to honestly and fairly represent any employee within the bargaining unit concerning the terms of the Agreement whether or not such employee is a member of said Association.
5. The Association has the right to represent all employees in the bargaining unit before the County Board of Ethics.
6. The Association has the right to appoint or elect representatives to conduct Association business during working hours and time off will be allowed from their regular employment at no charge to any leave credits, but only within the limits established in this Agreement. Association business includes, but is not limited to, contract negotiations, grievances, disputes, working conditions, grade allocations, administration of said agreement, and appearances before Legislative Board, Grievance Board, and Appeals Board. Grievance Procedure is attached to this Agreement as Appendix B.
7. The Association representative and the Association President shall be granted reasonable time off during working hours for the conduct of Association business limited to the affairs of the bargaining unit only. The Association will continue to make a good faith attempt to ensure that this time off does not negatively impact the functioning of his/her work center.
8. The Association shall have the right to elect Shop Stewards on all job sites included within the bargaining unit. The Association shall provide a written list of such Association representatives to the County immediately after their election or designation. There shall be no requirement on the part of the County to recognize any representative until such time as the official list has been delivered to the County at the County Personnel Office and one copy has been filed with the Clerk of the Board of Legislators' Office.
9. The Association affirms its responsibility that it does not assert the right to strike against the County, nor 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.
10. Leave with pay shall be granted to appointed Association representatives to attend official Association functions. However, not more than sixty (60) employee days shall be granted the Association in any calendar year. Written notification to the Department Head involved must be presented by the President of the Association in advance of the requested leave.
11. The Association 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 employee by reason of religion, disability, sex, nationality, race, creed, sexual orientation, national origin, or union affiliation.

ARTICLE V - WORK DAY AND WORK WEEK

Section 1. All County Departments will establish operating hours in accordance with their operating certificate. Where there is no conflict, departments will provide operating hours from 8:00 a.m. through 4:00 p.m. Conflicts may arise in the following Departments: Community Services, Conflict Defender, County Clerk, District Attorney, Emergency Services, Governmental Services, Public Defender, and Social Services. When no resolution can be reached via Labor-Management Committee then department hours will be determined by the Board of Legislators. See Addendum A for Highway department hours. Furthermore, the County will establish a flexible work schedule as defined below.

Flexible Work Schedules

If department operating hours are covered to the satisfaction of the department head, the department head may establish a flexible work schedule. A Flexible Work Schedule may consist of a flexible work week or flexible work day. In no way will a Flexible Work Schedule interfere with the needs of the department, as determined by the department head.

- A. A **flexible work week** is a set weekly schedule consisting of five (5) work days or less. (For example, a four day work week as follows: Monday – Wednesday 8am - 6pm with an hour lunch and Thursday 8am-5pm with an hour lunch.) Furthermore, the establishment of a flexible work week will provide for one (1) hour or one-half (1/2) hour lunch breaks.

During all weeks whereby a holiday falls, employees may return to the regular seven (7) or eight (8) hour or flex schedule and observe said holiday on the date observed by the County. Employees who are allowed to continue a flex schedule may supplement leave accruals to fulfill their standard work week. Furthermore, the establishment of a flexible work week will provide for one (1) hour or one-half (1/2) hour lunch breaks.

- B. A **flexible work day** means scheduled hours for each day may be adjusted as long as said employee's total weekly hours equal at least their regularly scheduled hours. This type of schedule is only to be used as an alternative to accruing compensatory time or overtime. (For example, an employee may need to come to work at 7:30 am to meet with a client, in which case the employee may work 7:30am – 3:30pm that day (with an hour lunch) or they may need to meet a client at 5:00pm in which case they might work 9:30am – 5:30pm that day with an hour lunch.) Furthermore, the establishment of a flexible work day will provide for one (1) hour or one-half (1/2) hour lunch breaks.

The establishment of flexible work schedules may be unit based and based on the nature of one's job title, mission of the unit and department, and the approval of the unit supervisor and Department Head. Therefore, it is agreed that these factors will be given first consideration in establishing schedules, where comparable positions are identified as being nearly equal, the demands of the department will prevail. Where conflicting schedules between employees arise, seniority will prevail in determining who will be allowed a flexible work schedule. Where changes to a flexible work schedule impacts a less senior employee, Department Head approval is required. There shall be a rebid of current employee schedules two times per year. Scheduling conflicts may be referred to the Labor Management Committee for resolution.

Whereby the establishment of a flexible work schedule does not support the needs of the Department or the employee, the employer and employee reserve the right to return to a regular schedule.

These different working hours (flexible schedules) must be reviewed and approved by the Labor Management Committee as described in Article V, Section 5.

Section 2. The normal work week for County office and clerical employees shall be Monday through Friday, unless their offer of employment specifies a different work week. This different work week must be reviewed and approved by the Labor Management Committee as described in Article V, Section 5.

A. The following steps will be taken when staffing for Saturday hours for the OTP Clinic:

- 1. Request additional personnel, as determined by the Dept. Head but at least one FT or PT Keyboard Specialist, to meet scheduling needs through the next vacancy committee**
- 2. Post a position in the Department with a schedule that includes Saturday hours, for each title needed to work Saturday hours for the OTP Clinic for current Department employees**
- 3. Request volunteers from within the Department in the appropriate titles for flexible schedules that will include Saturday hours (35 hrs/wk). If a clerk volunteers to work in a Keyboard Specialist position then the employee will be paid according to their normal grade and step. (ex. Clerk that works as a Keyboard will be paid at Clerk rates)
(* 1-3 steps will be taken at the same time)**
- 4. Request volunteers from within the Department to work on Saturday(s) for comp time or extra paid time (40 hrs/wk) if no volunteers in step #3.**
- 5. Management/Confidential employees will fill in Saturday shifts if there are no volunteers in step 3 or step 4.**

Section 3. All other full time employees shall work an eight (8) hour work day and a forty (40) hour work week. The eight (8) hour work day shall include one-half (1/2) hour paid lunch period. Work day start and stop time will begin at the job site except for those employees required to pick up and return equipment to a designated area, i.e., Highway Department buildings, Canton, New York. In this case, start and stop time will begin and end at pick up site.

Section 4.

- A. Time and one half shall be paid for time worked in excess of forty (40) hours in any work week. All approved paid leave, except sick leave, shall be counted as time worked in computing overtime.
- B. The County will distribute such overtime work as is necessary as fairly as possible between employees within the classification effected by the overtime work.

Whenever possible, the Department Heads will give an employee the choice of either taking compensatory time off or being paid for any extra hours worked. Compensatory time can be used and charged in minimum units of one-quarter (1/4) hour. Compensatory time may accrue up to 140 hours. Employees may not request/utilize more compensatory time than the available balance as indicated in the County time and attendance system (ex. MUNIS Self-Serve). Compensation time will be recorded in the time and attendance system in the pay period following the pay period it is accrued. If an employee who is at the maximum is denied use of compensatory time, he/she shall be paid the cash value of such time providing said compensatory time was asked for, and was denied, in writing. Employees are responsible for monitoring their own accruals in order to determine if time will be lost.

- C. Extra time worked: The Department Head, who requests an employee to work past normal working hours, if the employee agrees to work the extra hours, may decide as to whether the employee should receive pay for the extra time worked or whether compensatory time should be allowed. This decision should be made with the involvement and participation of the employee, but the final decision in this situation shall rest with management. A Department Head may require an employee to work during other than normal hours if an emergency exists or if functions critical to good operations of the County exist. In cases where there are unresolved differences (concerning

compensatory time or overtime) between management and the employee, the joint Labor-Management team agrees to resolve the matter. Extra time worked must be pre-approved by the department head or supervisor.

Compensatory Time: Time off in lieu of extra compensation or overtime pay.

Employees may earn compensatory time off in lieu of compensation under the following circumstances:

- Employees regularly scheduled for 35 hours/week:
 - Earn 1 hour for each hour worked between 35 and 40 hours/week
 - Earn 1.5 hours for each hour worked over 40 hours/week
- Employees regularly scheduled for 40 hours/week:
 - Earn 1.5 hours for each hour worked over 40 hours/week
- Employees may earn compensatory time provided they have received prior approval from the Department Head based on the expected number of hours required for the job to be performed.
- Compensatory time is to be earned only for authorized time worked in the actual performance of the job.
- Whenever possible, the Department Heads will give an employee the choice of either earning compensatory time off or being paid for any extra hours worked.
- Compensatory time can be used and charged in minimum units of one-quarter (1/4) hour.
- Compensatory time may accrue up to 140 hours.
- If an employee who is at the maximum is denied use of compensatory time, he/she shall be paid the cash value of such time (up to a maximum of one week) providing said compensatory time was asked for, and was denied, in writing. Effective July 1, 2013 employees are responsible for monitoring their own accruals in order to determine if time will be lost.
- Compensatory time or overtime will accrue or be paid for bargaining unit members traveling on County business only for the actual travel time that occurs before and/or after the bargaining unit member's regular work hours minus the typical amount of time to travel to and from the regular designated SLC workplace(s).
- Employees are encouraged to use all compensatory time prior to leaving service. However, should the opportunity to utilize compensatory time prior to termination be unavailable, the County will compensate the employee at their regular rate of pay for unused time.

Section 5. The County, through its Department Heads, shall notify the Association in writing, with a copy to the Joint Labor-Management Committee, of any change in work methods or working conditions proposed. The Joint Labor-Management Committee must respond within seven (7) days its approval or disapproval of the change(s). Exception will be made where such change(s) is required because of emergency or disaster over which the County has no control. Time limit may be extended by mutual agreement of the parties.

Section 6. The County, wherever possible, will assign employees to a work area or work station nearest to their residence, provided such assignment does not interfere with the County Departments' rights to deploy its work forces.

Section 7. Shift Differential

- A. Second shift hours are those work hours which do not coincide with regular day shift hours of duty and which occur up to 11:00 p.m. Third shift hours are those work hours which begin at 11:00 p.m. and which occur up to that time when the regular day shift hours begin. Shift Differential payments apply to the Highway Department, Buildings and Grounds Department, the Data Processing Department, and Emergency Services.

Effective January 1, 2024, this per hour differential for second shift shall be ninety-three cents (\$0.93) per hour and for third shift, ninety-eight cents (\$0.98) per hour.

- B. All Highway employees called in for snow plowing on weekends and holidays shall receive seventy-five cents (\$.75) per hour shift differential for hours worked. Observed and actual Holidays are defined in Article VI.

Section 8. Employees with no benefit time available will not be allowed to take time off.

Section 9. All employees are required to be at work and be ready to work at their scheduled time. If an employee is tardy they will be required to utilize appropriate time accruals.

Impact bargaining will commence at such time the County implements an electronic time and attendance system whereby employees are required to record their time worked by utilizing an attendance clock.

ARTICLE VI - HOLIDAYS

Section 1. Actual Holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Actual Holiday – the calendar day the actual holiday occurs (could be a weekend day).

Observed Holiday – the week day (M-F) the County designates to close the offices in observance of the actual holiday that fell on a weekend day (Sat or Sun). Only holidays that occur on a Saturday or Sunday will be OBSERVED on another day. Human Resources will establish the Observed Holidays each calendar year.

- 35 hour/week employees are awarded **91** hours of holiday leave per year (7 hours/holiday)
- 40 hour/week employees are awarded **104** hours of holiday leave per year (8 hours/holiday)
- Employees working other than 7 or 8 hour days can supplement holiday leave with vacation or personal leave to equal normal scheduled daily shift.
Ex: If a 40 hr/week employee is normally scheduled for 10 hours/day, 4 days a week the Employee can be paid 8 hours of holiday leave and 2 hours of vacation leave (10 hrs pay for the day)

If Christmas Day falls on a Saturday the observed days will be Thursday and Friday. If Christmas falls on a Sunday the observed days will be Friday and Monday. If Christmas falls on a Monday the observed days will be Monday and Tuesday.

All County offices will be closed on the day the listed holidays are observed. Holiday pay will be paid providing such employee shall have been in a pay status (working or on paid voluntary leave) the work day immediately preceding such holiday and working (or paid voluntary leave) their scheduled day immediately following the holiday. This clause does not apply to employees on a suspension. All holiday leave must be taken in whole day increments.

Section 2. When holidays fall on Saturday, these holidays shall be observed on the preceding Friday and shall be considered non-work days. Any holiday falling on Sunday shall be observed on the following Monday and shall be considered non-work days.

Section 3. The employee shall only be paid at the rates as described for the actual hours worked on the holiday (actual/observed). The following are examples:

1. An employee covered by the CSEA Bargaining Unit who reports for duty at 11 PM, December 23rd for the 11 - 7 AM shift on Christmas Eve would receive 6 hours of holiday pay (12 midnight to 7 AM on Christmas Eve). The employee who reports for duty at 11 PM Christmas Day would receive one (1) hour of holiday pay. One reporting for duty on December 25th shift, 8 PM - 4 AM would receive four (4) hours of holiday pay.
2. An employee covered by Local 845, Unit 8400 - CSEA St. Lawrence County Labor Contract who reports for duty on December 24th, shift - 7 PM - 3 AM - would receive seven (7) hours of holiday pay for Christmas Eve and Christmas Day. One reporting for duty on December 25th D shift 8 PM - 4 AM would receive four (4) hours holiday pay.

Section 4. All employees shall receive **thirteen (13)** paid holidays per year and seasonal employees shall receive any holidays observed while they are employed. Part-time employees will be awarded holiday leave **according to Article XXII Section 2** as the holidays occur throughout the calendar year. If an employee works on an actual holiday they will be given the choice of being paid for the holiday leave as described herein or banking the holiday to be used to take off another day. A maximum of twenty-four (24) hours of banked holiday leave is allowed to be carried over from a previous year. Employees must tell their supervisor if they want to bank the holiday prior to payroll processing otherwise the holiday will get paid out. Holiday leave is paid at 1.0 x regular rate of pay (straight time). Under no circumstance will an employee receive the same holiday leave twice. For example - If an employee does not work on the observed holiday and gets holiday pay for that day and then works the actual holiday they will not be eligible to bank the holiday or receive the holiday pay again – they will only be eligible for 1.5 x regular rate or 2.0 x the regular rate depending on the holiday (see chart).

Holidays will be paid as follows:

Holidays other than Thanksgiving, Christmas & New Year's Day				
Holiday	Worked		Not Worked	
Observed	1.0 x regular rate & holiday pay	2 days pay	holiday pay	1 day pay
Actual	1.5 x regular rate & bank the holiday OR 1.5 x regular rate & holiday pay OR (if holiday already paid on another day) 1.5 regular rate	1.5 days pay OR 2.5 days pay OR 1.5 days pay	no pay	no pay
Observed & Actual (2 days)	Observed Holiday = regular rate & Actual Holiday = 1.5 x regular rate & holiday pay	3.5 days pay	holiday pay	1 day pay
Thanksgiving, Christmas & New Year's Day Holidays				
Holiday	Worked		Not Worked	
Observed	1.5 x regular rate & holiday pay	2.5 days pay	holiday pay	1 day pay
Actual	2.0 x regular rate & bank the holiday OR 2.0 x regular rate & holiday pay OR (if holiday already paid on another day) 2.0 x regular rate	2 days pay OR 3 days pay OR 2 days	no pay	no pay
Observed & Actual (2 days)	Observed Holiday = regular rate & Actual Holiday = 2.0 x regular rate & holiday pay	4.0 days pay	holiday pay	1 day pay

Employees "On-Call" on an Observed or Actual Holiday

All holiday language in this contract applies except as set forth here:

Time spent "on-call" is not considered time worked. Actual time worked while "on-call" will be paid at the higher rate as outlined in the chart below or OT rate (if the hours actually worked meet the OT provisions in Article V Section 4) whichever is higher (not both). Employees are only eligible to bank the holiday to use at another time if they have not already been paid it and the employee actually works at least 7 hours on the actual holiday (not the observed holiday) in which case they can bank no more nor less than 7 hours (full shift). The chart below applies to employees that are "on-call" on a holiday.

Holidays will be paid as follows for employees that are “on-call” on holidays:

Holidays other than Thanksgiving, Christmas & New Year’s Day	
Holiday	On-Call
Observed	1.0 x regular rate for hours actually worked & holiday pay (7 hrs) & “on-call” pay for applicable hours
Actual	1.5 x regular rate for hours actually worked & bank the holiday (if minimum of 7 hrs is actually worked) & “on-call” pay for applicable hrs OR 1.5 x regular rate for hours actually worked & holiday pay (7 hrs) & “on-call” pay for applicable hrs OR (if holiday already paid on another day) 1.5 regular rate for hours actually worked & “on-call” pay for applicable hours
Observed & Actual (2 days)	Observed Holiday = regular rate for all hours actually worked & “on-call” pay for applicable hrs & Actual Holiday = 1.5 x regular rate for all hours actually worked & holiday pay & “on-call” pay for applicable hrs

* 2.0 x regular rate will be substituted for the 1.5 x regular rate in the chart for Thanksgiving, Christmas and New Year’s Day holidays.

Section 5. EMERGENCY SERVICES (24/7 Operations employees only)

Actual Holidays are as follows:

New Year’s Day	Columbus Day
Martin Luther King Jr. Day	Veteran’s Day
President’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Actual Holiday – the calendar day the actual holiday occurs (could be a weekend day).

Observed Holiday – the day the employee takes off for a holiday which is mutually agreed to by Department Head or Supervisor. There are no set observed holidays.

- 35 hour/week employees are awarded **91** hours of holiday leave per year (7 hours/holiday)
- 40 hour/week employees are awarded **104** hours of holiday leave per year (8 hours/holiday)
- Employees working other than 7 or 8 hour days can supplement holiday leave with vacation or personal leave to equal normal scheduled daily shift.
Ex: If a 40 hr/week employee is normally scheduled for 10 hours/day for 4 days a week the employee can be paid 8 hours of holiday leave and 2 hours of vacation leave (10 hrs pay for the day)

In recognition of the need to operate a twenty-four (24) hour, seven (7) day continuous operation, including all holidays. It is further recognized that all employees are entitled to **thirteen (13) days or one hundred and four (104) hours** of holiday leave per year. In order to ensure employees of the Department of Emergency Services receive their entitled annual holiday leave time, the County and the union hereby agree to annual credit each entitled employee with **one hundred and four (104) hours** of annual holiday leave (holiday bank) each January 1st.

Employees who commence employment after January 1st of any calendar year will receive eight (8) hours of holiday leave credit for each holiday remaining in the calendar year.

Employees who separate service during the calendar year will be compensated for any holiday credit they would be entitled to based on the number of holidays which have occurred prior to their separation, provided they have not already used their banked holiday time. Conversely, any employee who separates from service who has used in excess of the number of allotted holidays which have occurred during the time period they were employed will be required to forfeit vacation, personal and/or comp time leave in order to make the employer whole.

A maximum of twenty-four (24) hours of banked holiday leave is allowed to be carried over from a previous year. Part-time employees will be awarded holiday leave **according to Article XXII Section 2** as the holidays occur throughout the calendar year. There are no observed holidays for employees who receive holiday leave in a bank at the beginning of each calendar year.

Banked Holiday leave is scheduled by mutual agreement of the Department Director/Supervisor and the employee. If employee ends up working on the day they scheduled for holiday leave they get paid regular pay for time worked on that day and re-schedule the holiday leave for another day.

Holidays will be paid as follows for Emergency Services (24/7 Operations employees only):

Holidays other than Thanksgiving, Christmas & New Year's Day			
Holiday	Worked		Not Worked
Actual	1.5 x regular rate	1.5 days pay	no pay
Thanksgiving, Christmas & New Year's Day			
Holiday	Worked		Not Worked
Actual	2.0 x regular rate	2 days pay	no pay

Holiday pay will be paid providing such employee shall have been in a pay status (working or on paid voluntary leave) the work day immediately preceding such holiday and working (or paid voluntary leave) their scheduled day immediately following the holiday. This clause does not apply to employees on a suspension. All holiday leaves must be taken in whole day increments.

The employee shall only be paid at the rates as described herein for the actual hours worked on the actual holiday. The following are examples: An employee reporting for duty on December 25th D shift 8 PM - 4 AM would receive four (4) hours holiday pay.

Section 6. HIGHWAY DEPARTMENT (Employees assigned to the plow shift schedule only)

Actual Holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Actual Holiday – the calendar day the actual holiday occurs (could be a weekend day).

Observed Holiday – the week day (M-F) the County designates to close the offices in observance of the actual holiday that fell on a weekend day (Sat or Sun). Only holidays that occur on a Sat or Sun will be OBSERVED on another day. Human Resources will establish the Observed Holidays each calendar year.

- 35 hour/week employees are awarded **91** hours of holiday leave per year (7 hours/holiday)
 - 40 hour/week employees are awarded **104** hours of holiday leave per year (8 hours/holiday)
 - Employees working other than 7 or 8 hour days can supplement holiday leave with vacation or personal leave to equal normal scheduled daily shift.
- Ex: If a 40 hr/week employee is normally scheduled for 10 hours/day for 4 days a week the employee can be paid 8 hours of holiday leave and 2 hours of vacation leave (10 hrs pay for the day)

In recognition of the need to operate a twenty-four (24) hour, seven (7) day continuous operation, including all holidays, during the plow shift the plow shift employees are entitled to **thirteen (13)** days or **one hundred and four (104)** hours of holiday leave per year. In order to ensure employees who work the Plow Shift receive their entitled annual holiday leave time, the County and the union hereby agree to annually credit each entitled employee with forty (40) of the **one hundred and four (104)** hours of annual holiday leave into a holiday bank each January 1st for the following holidays: Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, and President's Day. Should the time frame the plow shift is in affect encompass additional enumerated (listed) holidays the additional holidays will be banked accordingly. All holiday leave must be taken in whole day increments.

Employees who commence employment during the plow shift will receive holiday leave credit for each holiday remaining in the calendar year (the holidays that occur during the plow shift will be banked). Employees who separate service during the calendar year will be compensated for any holiday credit banked that they would be entitled to based on the number of holidays which have occurred prior to their separation, provided they have not already used their banked holiday time. Conversely, any employee who separates from service who has used in excess of the number of allotted holidays which have occurred during the time period they were employed will be required to forfeit vacation, personal and/or comp time leave in order to make the employer whole.

A maximum of twenty-four (24) hours of banked holiday leave is allowed to be carried over from a previous year. Part-time employees will be awarded holiday leave **according to Article XXII Section 2** as the holidays occur throughout the calendar year. The holidays that occur during the plow shift will not have a corresponding day to be observed (observed holiday) – employees will observe these banked holidays when they are able and approved to take a day off. If the employee ends up working the day they scheduled to observe the holiday they will reschedule the holiday leave and they will be paid regular pay for hours worked.

Banked Holiday leave is scheduled by mutual agreement of the Department Director/Supervisor and the employee. If employee ends up working on the day they are scheduled for holiday leave they get paid regular pay for time worked on that day and re-schedule the holiday leave for another day.

Holiday leave is paid at 1.0 x regular rate of pay (straight time). Under no circumstance will an employee receive the same holiday leave twice. For ex. If an employee does not work on the observed holiday and gets holiday pay for that day and then works the actual holiday they will not be eligible to receive the holiday pay again – they will only be eligible for 1.5 x regular rate or 2.0 x the regular rate depending on the holiday (see chart).

Holidays will be paid as follows for employees assigned to the plow shift schedule only:

Holidays other than Thanksgiving, Christmas & New Year's Day				
Holiday	Worked		Not Worked	
Observed (only holidays that are not banked have an Observed day)	1.0 x regular rate & holiday pay	2 days pay	holiday pay	1 day pay
Actual	1.5 x regular rate & holiday pay (if holiday outside the plow shift time frame) OR (if holiday within plow shift time frame or holiday already paid on another day) 1.5 x regular rate	2.5 days pay OR 1.5 days pay	no pay	no pay
Thanksgiving, Christmas & New Year's Day				
Holiday	Worked		Not Worked	
Actual	2.0 x regular rate & holiday pay (if holiday outside the plow shift time frame) OR (if holiday within plow shift time frame or holiday already paid on another day) 2.0 x regular rate	3.0 days pay OR 2.0 days pay	no pay	no pay

During the weeks in which holidays that are not banked for the plow shift occur, the workweek will return to the normal 5-day, 8-hour workweek. For field staff the hours of work will fall within the hours of 6:30 AM to 2:30 PM.

Holiday pay will be paid providing such employee shall have been in a pay status (working or on paid voluntary leave) the work day immediately preceding such holiday and working (or paid voluntary leave) their scheduled day immediately following the holiday. This clause does not apply to employees on a suspension.

The employee shall only be paid at the rates as described herein for the actual hours worked on the holiday (actual/observed). For example: An employee reporting for duty on December 25th D shift 8 PM - 4 AM would receive four (4) hours holiday pay.

This procedure shall supersede all previous methods of pay.

ARTICLE VII - VACATIONS

Section 1.

- A. All employees shall earn vacation credit as described below (See Article XXII for Regular Part-time Employees). Regular full-time employees who are not paid for 10 full days in a payroll period will receive pro-rated vacation accruals as described in Article XXII. All employees will be advanced on the vacation schedule based on January 1st after their anniversary date of employment.

The vacation schedule is as follows:

1-5 Years of Service	70 Hours Annual Vacation.
6-10 Years of Service	136 Hours of Annual Vacation.
11-19 Years of Service	152 Hours of Annual Vacation.
20+ Years of Service	200 Hours of Annual Vacation.
With a maximum of 400 hours	

Employees are responsible for monitoring their own accruals to determine if time will be lost.

- B. Employees hired on or after January 1, 1998, may not use vacation time during the first six months of employment. However, the accumulation of vacation credits shall accrue from the date of employment.
- C. Employees who leave County employment for any reason before the completion of six months of employment lose all vacation accruals. They may not sell them back as outlined in Article VII, Section 10.

Section 2. When a holiday falls within a vacation period, no charge to vacation credit shall be made for that day.

Section 3. Regular full-time and regular part-time employees of the Highway Department shall be credited for a day worked when they receive payment for “show-up time”. When an employee is credited for 10 such days worked they will be given 4 additional hours of vacation credit above and beyond vacation earned in accordance with Article VII Section 1 A.

Section 4. Regular full-time and regular part-time employees of the Highway Department, who are laid off at the end of construction season shall be paid for accrued vacation time at termination unless other arrangements are made with the department head and approved by the County Administrator.

Section 5. All vacations shall be approved/or disapproved by the Department Head and if granted shall be according to seniority within the Department.

Section 6. Vacation credit for all County office and clerical employees shall be charged at the rate of their respective standard workday for any vacation day used. Time off can be taken in one-quarter (1/4) hour increments. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 7. Vacation credit for all employees working a forty (40) hour work week shall be charged at the rate of their respective standard workday for any vacation day used. No vacation leave credit charge can be less than one-quarter (1/4) hour. The decision to award time off in these time increments shall rest with management in terms with the best management interest of the County Department.

Section 8. When, upon retirement, resignation, or termination of an employee, the employee has accumulated unused vacation time, the employee may elect to receive the value of that accumulated unused vacation time provided they give a two week notice and work the entire notice (with the exception of pre-approved scheduled time off or with the Department Head's approval). In case of death, the employer shall pay the value of the decedent's accumulated unused vacation time to the employee's beneficiaries as designated on the employee's group life insurance card.

Section 9. **Vacation Buy Back (VBB)**

A regular full-time or regular part-time employee may be paid the monetary value of vacation days by charging it against their vacation accruals with the following requirements:

- **The vacation time must be requested in writing on the VBB form.**
- **Eligible employees will be required to maintain a balance of at least 70 hours to take advantage of the VBB Benefit. (Ex. After the requested vacation time is paid out the employee will still have a balance of at least 70 hours.)**
- **Eligible employees, regardless of personnel status (full-time or part-time) must buy vacation back in increments of 35 or 40 hours depending on the full time equivalent work week for that title.**
- **The VBB monetary value will be computed at the employee's regular hourly rate at time of payment.**
- **There will be no limit on the number of times an eligible employees can access this VBB Benefit annually as long as all requirements are met.**
- **Eligible employees will not be required to take off any vacation days to be eligible for VBB as it is defined herein.**
- **This VBB benefit will not be unreasonably denied.**
- **This VBB will have no impact on vacation time off requests.**
- **Vacation time off is subject to Department Head approval as described in Section 6 and 7 of this Article.**

Section 10. **County Clerk Vacation Scheduling**

It is agreed the County Clerks Office will utilize the following procedure for the Department of Motor Vehicle employees:

- 1. One (1) week (5 consecutive days) will be guaranteed for all employees in the first 6 months of the year (January – June) and**
- 2. One (1) week will be guaranteed in the second 6 months of the year (July – December).**
- 3. These 2 weeks will be granted and approved according to the following procedure:**
 - a. A six month calendar will be passed to employees twice a year in seniority order**
 - b. The most senior person will choose one full week of vacation time (5 consecutive days) for that 6 month period.**
 - c. The calendar will then be passed to the next most senior person to choose a full week (five consecutive days).**
 - d. Each employee will have 24 hours to choose their one full week of vacation time.**
 - e. If someone must change their requested vacation time they will not be allowed to bump another employee from their requested/approved vacation time.**
- 4. Eligibility must be met to be guaranteed the vacation time off.**

5. **Guaranteed vacations may still be cancelled at any time based on operational needs and/or emergency situations.**
6. **Eligibility:**
 - a. **Employees must have 35 hours of vacation accruals at the time of the request**
 - b. **Employee must maintain 35 hours of vacation accruals until the approved vacation week.**
 - c. **If an employee fails to maintain 35 hours of vacation accruals, the requested week of vacation per this policy will no longer be guaranteed.**
 - d. **The employee must use vacation time accruals for all 35 hours requested.**
 - e. **An employee may request the 5 consecutive vacation days around a holiday (6 days off – 5 vacation days and 1 holiday).**
 - f. **Once the requested vacation days are approved by either the County Clerk or the Deputy County Clerk that employee is guaranteed those vacation days off contingent upon continued eligibility.**
 - g. **All vacation requests may be cancelled based on operational needs and/or emergency situations.**
7. **All other Vacation time will continue to be granted according to union contract language in terms of seniority within the department and the following stipulations will continue to be in place:**
 - a. **Vacation will be based on seniority.**
 - b. **Vacations will be made in writing and approved by a supervisor.**
 - c. **Vacations are susceptible to change up until 30 days prior to scheduled time off**
 - d. **The County Clerk or the Deputy County Clerk reserves the right to approve or disapprove any vacation request based on department need.**
 - e. **All vacation requests may be cancelled based on operational needs and/or emergency situations.**
8. **This section does not create any obligation for other departments with other vacation practices that is not otherwise provided for in the Collective Bargaining Agreement.**

ARTICLE VIII - SICK LEAVE

Section 1. Sick leave shall be granted to an employee for the following reasons: personal illness, bodily injury, exposure to contagious diseases, and attendance upon members of the immediate family whose illness requires the care of said employee. Unused sick leave is not paid out upon separation of employment, excluding provisions set forth in Section 10 of the Article.

Section 2. When an employee finds it necessary to absent himself for sick leave, it is his/her responsibility to notify his/her office supervisor or designee within one (1) hour before the time he/she is expected to report for work. Such notification must be given for each day of absence unless the employee is hospitalized, institutionally confined, has provided a doctor's excuse in advance of the extended absence, or has been excused from this provision by his/her immediate supervisor. Sick leave shall not be granted unless such report is made.

Section 3. Employees are responsible for monitoring their own accruals in order to determine if time will be lost. (See Article XXII for Regular Part-time Employees). Regular full-time employees who are not paid for ten (10) full days in a payroll period will receive pro-rated sick time accruals as described in Article XXII.

Sick leave credit shall be accrued at the following rates:

Employees hired before January 1, 1998:	5 hours/pp up to a maximum of 2000 hours
Employees hired on or after January 1, 1998:	1-5 years: 3 hours/pp up to a maximum of 2000 hours
	6+ years: 5 hours/pp up to a maximum of 2000 hours

Section 4. Sick leave credit for all County office and clerical employees shall be charged at the rate of their respective standard workday for any sick day used. No sick leave credit charge can be less than one-quarter (1/4) hour. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 5. Sick leave credit for all employees working a forty (40) hour work week shall be charged at the rate of their respective standard workday for any sick day used. Time off can be taken in one-quarter (1/4) hour increments. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 6. Upon the exhaustion of all leave credits, extended sick leave shall be granted to a permanent employee at one-half (1/2) his/her 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. Extended sick leave is a one-time benefit. Once a total of six months is used, it does not accrue again. No vacation or sick time shall accrue while on extended sick leave.

Section 7. When a holiday falls within a sick leave period, no sick leave credit charge shall be made for that day. This section does not apply when an employee is on extended sick leave as defined in Section 6.

Section 8. In the event any employee, because of personal illness, bodily injury, or exposure to contagious diseases, is absent or hospitalized due to job-related causes, sick leave credit shall be granted immediately.

Section 9. Verification of Illness. If an employer suspects with good cause an employee is abusing sick leave, the employer may require the employee to provide verification by employee's doctor or a doctor appointed by the Civil Service Commissioner. If an employee is required to undergo an examination by an appointed physician, they will not be charged leave accruals and the cost of the exam will be borne by the employer.

Section 10. Employees who retire with 1000 or more hours of unused sick time may use the cash value to pay up to a maximum of five years of health insurance premiums. Employees who lack the 1000 hours may use accumulated vacation accruals to reach the 1000 hour threshold. Employees who retire with 1,500 or more hours of unused sick time may use the cash value to pay up to a maximum of fifteen (15) years of health insurance premiums. Employees who lack the 1500 hours may use accumulated vacation accruals to reach the 1500 hour threshold. The actual amount of unused sick time that may be utilized under this section will equal the employee's unused sick time at the time of retirement minus any amount utilized to extend the employee's service time by the New York State Retirement System (i.e. the up to 165 days of unused, unpaid sick leave credited under Section 41-j of the rules of the New York State Retirement System). This section is effective the date this contract is signed, and only applies to employees who retire after the signing of this contract. This section does not apply to any health care costs (co-pays, deductibles, etc.) other than the health insurance premiums established for the St. Lawrence County Health Insurance Plan.

Employees must elect to utilize the benefit provided under this section at the time of retirement. The benefit provided by this section in any case shall not extend beyond the death of the retired employee.

ARTICLE IX - PERSONAL LEAVE

Section 1. All employees in this bargaining unit shall be credited with twenty-four (24) hours of personal leave each year. Personal leave credit is non-accumulative. All members of the bargaining unit will be credited with their annual personal leave on the anniversary of the most recent hire date. All new bargaining unit employees shall receive 24 hours personal leave on their starting date. NO personal leave may be used the first four weeks of employment.

Section 2. Request for personal leave must be approved by an immediate supervisor or Department Head. The Department Head shall honor such request to the fullest extent possible, consistent with the effective conduct of County business. Employees may not request/utilize more than the available balance as indicated on the County's time and attendance system (ex. MUNIS).

Section 3. Personal leave credit for all County office and clerical employees shall be charged at the rate of their respective standard workday for any personal day used. Time off can be taken in one-quarter (1/4) hour increments. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 4. Personal leave credit for all employees working a forty (40) hour work week shall be charged at the rate of their respective standard workday for any personal day used. No personal leave credit charge can be less than one quarter (1/4) hours. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

EXAMPLE (for illustrative purposes only - shows how Section 1 is implemented):

A new employee receives 24 hours personal time on their date of hire. After the first year, an employee receives 24 hours personal time on the first day of their anniversary date. Personal time from the previous year is lost if it is not taken by their anniversary. Employees are responsible for monitoring their own accruals to determine if time will be lost.

ARTICLE X - OTHER LEAVES WITH PAY

Section 1. Bereavement leave of four (4) days shall be granted as follows: husband, wife, son, daughter, father, mother, brother, sister, grandparents, grandchildren, and domestic partner as defined below. Additionally, upon the death of an Aunt or Uncle, an employee may request up to three (3) days of time off, utilizing the employee's choice of earned accruals. This request shall be considered by the Department Head utilizing the same criteria that Personal Leave is approved or denied (Article IX, Section 2 of this agreement). The above terms include natural, in-law, and step relationship.

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 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.

The intent of bereavement leave is to be absent from work to grieve the loss of a family member or time to be taken to: attend calling hours, memorial services, spring burial, attend the funeral or make funeral arrangements. Bereavement leave **must be used within six (6) months of date of passing.**

Section 2. Maternity Leave: A pregnant employee, employed on a permanent, full-time basis by the County for 26 weeks or more, shall be granted a leave of absence without pay for a period up to six (6) months. The employee shall report to the appropriate Department Head the existence of pregnancy not later than the fourth month. The Department Head and the employee shall decide when the leave shall begin and the length of the leave. The employee may continue to work up to the ninth month of pregnancy if such employee so desires. However, the employee must provide the employer with a physician's statement of physical fitness to continue to work beyond the sixth (6th) month. The employee shall be allowed to reduce the 6-month period of leave, or other designated period, by using any or all of her earned sick leave credits. A physician's statement shall be required prior to the return of the employee to duty.

Section 3. Military leave and other leaves required by law shall be granted in accordance with the Federal and State Statute.

Section 4. Subject to the approval of the Department Head, the County agrees to allow employees to attend non-required job-related courses or workshops during regular working hours on a case-by-case basis (unless an emergency exists) with the employee to reimburse the County those hours used by working either before or after regular work hours during the same week the time was used in attending the course.

Subject to the approval of the Department Head, the County agrees to sponsor training courses that are specifically job related, understanding that the individual Department Heads initially determine what training is to occur.

Section 5. An employee, who because of occupational injury or disease as defined in the Workers' Compensation Law, absents himself from work and files a claim, therefore, shall be allowed to use accumulated sick leave credits. Sick leave credit shall be charged in accordance with Article VIII. Workers' Compensation benefits for wages or salary compensation to which the employee is entitled for any period for which he/she has been paid sick leave credit under this section shall be assigned by the employee to the County as reimbursement for wages paid. "The County, upon such assignment, shall then restore to the employee sick leave credits in an amount equal to the amount of compensation pay received by the County."

Section 6. Other leaves State Legislation: Under New York State Law, the County is required to provide leave time for employees to participate in blood drives and for cancer screenings. Employees will be given excused leave, not to exceed four hours on an annual basis in order to be screened for cancer. Furthermore, employees will be given time to attend the County sponsored blood drives without charge to leave accruals.

Section 7. Emergency Closures: Employees who are unable to report to work due to the official closing of the County Office buildings, by order of the Chair of the Board, will not be required to charge accumulated leave. Employees who have reported to work and are sent home after reporting due to an emergency closing shall not be required to charge accumulated leave. Employees who have reported to work and request to leave early due to an inclement weather may charge their time to vacation time, personal time, or compensatory time subject to approval by the Department Head or his/her designee. Employees who are delayed in reporting to work due to inclement weather may charge their time to vacation time, personal time, or compensatory time subject to approval by the Department Head or designee.

Section 8. Emergency Management Responsibilities: When a natural disaster or emergency has occurred it shall be the responsibility of all employees who are assigned by your Department Head, the County Administrator, Chair of the Board or his/**her** designee to report for duty at times and places designated. Employees may submit for mileage if travel is further than current commuter miles.

ARTICLE XI - LEAVES WITHOUT PAY

Section 1. A leave of absence (educational or otherwise) without pay, not to exceed one (1) year, may be granted to a full-time, permanent employee by the Department Head with the approval of the County Administrator. Further, leave of absences for educational purposes will not be granted until the employee has completed their probationary period.

Section 2. During a leave of absence without pay, there is no accrual of vacation credit, sick leave credit, or other leave credit, nor any retirement credit.

Section 3. During a leave of absence without pay, subject to and consistent with the Group Health Insurance Plan, coverage may be continued provided direct payment of the total premium is made as prescribed. Failure to make timely premiums will result in cancellation of coverage.

Section 4. Upon the expiration of a leave of absence without pay, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

Section 5. Parenting Leave. An employee, employed on a permanent, full-time basis by the County for 26 weeks or more, may be granted a leave of absence without pay for a period of up to six (6) months for the birth or adoption of a child. Leave must be taken as a continuous period of time, intermittent leave will not be permitted. The Department Head and employee shall decide when the leave shall begin and the length of the leave. **This section shall run concurrently with Article X Section 2 if applicable.**

Section 6. Any employee who requests leave under this Article should do so at least eight (8) weeks prior to the beginning of such leave.

ARTICLE XII - HEALTH INSURANCE AND OTHER INSURANCE

Section 1. The County will continue with the Preferred Provider Plan. This plan will be self-insured by the County. The health insurance plan will include a prescription drug provision. The lifetime individual maximum benefit, in-network and out-of-network combined, shall be unlimited.

Effective January 1, 2006, the County will implement a Managed Three Tiered Formulary Plan for Prescriptions.

Effective 2021 premium equivalent rates (PER) for individual, individual + dependents, and family coverage under the self-insured health insurance program will be established annually by a benefit consultant based on a rating formula that takes into consideration current and prior year claims data (medical and RX), trends, and estimated fixed costs (TPA fees, consultant fees, ACA fees, etc.).

The employee shall be responsible for a percentage of the total premium equivalent rate for the selected plan as follows:

Effective Date (Coincide with annual salary changes)	Individual	Individual + Dependent	Family
January 2025	9%	12%	16%
January 2026	10%	13%	16%
January 2027	10%	13%	16%
January 2028	11%	14%	16%

For illustrative purposes only:
For year **2025** the employee contributions **will be** equal to the following amounts:

9% = **\$47.54/pp**; 12% = **\$115.54/pp**; 16% = **\$216.53/pp**

Effective January 1, 2021, the following Prescription co-pays will be as follows:

	Generic	Formulary	Non-Formulary
Retail	\$15.00	\$35.00	\$50.00
Mail Order	\$15.00	\$50.00	\$80.00

Effective January 1, 2026, the following Prescription co-pays will be as follows:

	Generic	Formulary	Non-Formulary
Retail	\$20.00	\$40.00	\$60.00
Mail Order	\$20.00	\$55.00	\$85.00

Health Insurance Plan Changes – effective January 1, 2021

PCP/Specialist copay from \$17 to \$20

ER (emergent) copay - \$50 unless admitted to the hospital

OON UCR allowance from 90% to 75%

OON co-insurance from 20% to 40%

Telemedicine Co-Pay from \$10 to \$0

Effective January 1, 2006, CanaRx Services, Inc. is approved as an allowable vendor for mail order prescribed medication expenses for the St. Lawrence County Health Plan. The co-pay for mail order prescriptions shall be waived for purchases facilitated through CanaRx Services, Inc. St. Lawrence County shall not be responsible for providing training to plan participants. For the convenience of plan participants St. Lawrence County will have applicable forms available at the Human Resources Department, Payroll Office, and other appropriate offices. The plan participant shall bear this responsibility personally or in conjunction with the Union. St. Lawrence County and the Union both reserve the right to cancel the approved vendor status of CanaRx with thirty-day notice to the other party.

Effective January 1, 2026, employees utilizing Brand Name Maintenance medications that are on the SLC Meds (CanaRX) formulary (\$0 copay) and go through Pro-Act will pay an additional \$50 copay for these drugs. The additional CanaRx penalty will be waived if a provider does not work with CanaRX or CanaRX medications are seized during shipment and cannot be delivered.

Section 2. The County will make available a term life insurance policy to eligible employees and their dependents. The County will assume 100% of the premium cost for the eligible employee's life insurance coverage. The premium cost for life insurance coverage for dependents shall be borne by the eligible employee.

Section 3. The County agrees to appoint a liaison with the Health Plan Administrator, suitably trained and responsive to assist employees.

Section 4. The County agrees to provide all current and future employees with an updated booklet explaining coverages provided for in the County Health Plan.

Section 5. The County agrees to provide, at no cost to the employee, the CSEA Dental Plan, for all employees. Said Dental Plan shall be administered exclusively by the CSEA Employee Benefit Fund. The employee may enroll in family coverage at total cost to the employee. Effective January 1, 1993, the County agrees to provide the employee CSEA Employee Benefit Fund Horizon Dental Plan for all employees. As with the old plan, employees may enroll in family coverage of the new plan at total cost to the employee. County agrees to allow for payroll deductions for employee family enrollment.

Members of the CSEA bargaining unit who retire may continue to participate in the CSEA Dental Plan subject to the following criteria:

1. The member retires directly from employment with the employer and has coverage under the Horizon Dental Plan at the time of his or her retirement.
2. The member agrees in writing to comply with all requirements of the Fund which are applicable to retiree coverage at the time of his or her retirement, and agrees to pay for any and all premiums for coverage under the plan.
3. The employer has no obligation to pay for coverage under the plan, and the fund agrees to hold the employer harmless from any liability in connection with the cost of providing coverage under the plan.

Section 6. The County agrees to provide a Flexible Benefit Plan (IRS Section 125). Appropriate insurance premiums shall be a mandatory part of the plan for all employees. **Effective 2024, pursuant to federal and state laws, the New York State Deferred Compensation Plan (457b) offered to employees by NY State and SLC, provide employees with the option of contributing to the Plan with after-tax dollars. Employees must indicate in writing that their contributions are after-tax, otherwise the contributions will be withheld from the employee's paycheck pre-tax (before taxes are calculated).**

Section 7.

- A. The County agrees to allow payroll deductions for such insurance referred to in Section 6 of this Article in accordance with Article II, Section 2.
- B. Effective January 1, 2006, the County agrees to provide, at no cost to the employee, the CSEA Platinum 12 Composite Rate Vision Plan. Effective upon ratification of the contract, employees will pay **25%** of the composite rate for family coverage. The County agrees to allow for payroll deductions for employee family enrollment. (Example: effective **July 1, 2024 premium = \$24.34/mo. = \$11.23/pp x 25% = \$2.81/pp**)

Section 8. Eligibility for membership in the County Insurance Program will commence on the first day of employment. This benefit is not automatic. Application must be made through the St. Lawrence County Human Resources Department. If eligible and application made coverage will begin the first of the month following hire date.

Section 9. New employees hired after June 1, 1980, will pay their own life insurance after retirement.

Section 10. Any employee who is referred by the Employee Assistance Program and elects to utilize the services of the St. Lawrence County Community Mental Health/Alcohol and Substance Abuse Services shall receive said services at no cost to the employee.

Section 11. The Association agrees that the County may institute a Prescription Management Plan for the purpose of cost containment. Benefits under the current health plan are not impacted by this Prescription Management Plan.

Section 12. The County agrees to provide Hepatitis B shots and follow up blood tests for at risk employees. A list of at risk employees shall be submitted to the County Administrator and the Union and must be agreed upon prior to this section being implemented.

Section 13. An employee, who is an active participant in the St. Lawrence County Healthcare Plan and was previously employed by St. Lawrence County, has no break in service between resignation and enrollment in COBRA, and who chooses to retire prior to the COBRA benefits expiring, is eligible for employee retirement coverage under the St. Lawrence County Healthcare Plan.

Section 14. The County, whenever possible, will provide free voluntary flu vaccinations to all employees and whenever possible will provide free pneumonia vaccinations to employees who meet the “at risk” criteria.

Section 15. St. Lawrence County offers a Health Insurance Buy-out Plan to employees who qualify for the County’s Health Insurance Program subject to the rules and regulations below. Employees opting out of the County Health Plan may be eligible to receive a taxable, cash payment for waiving this coverage.

The following rules apply:

- 1. Eligible employees must complete, sign and return waiver form by November 30th each year in order to receive the buy-out offering effective January 1st of the following year.**
- 2. Current employees must be enrolled in the St. Lawrence County health plan on December 31st of the year OR participating in the “Buy-Out” through December 31st of the year in order to qualify for the Buy-Out effective January 1st of the following year. New employees may enroll in the buy-out upon eligibility for health insurance.**
- 3. Employees hired prior to April 1, 2017 that are NOT enrolled in the SLC Health Plan and do NOT take advantage of the Buy-Out Plan must enroll in the SLC Health plan for a period of one calendar year in order to be eligible for the Buy-Out Plan.**
- 4. Employees can ONLY enroll in the SLC Health Plan upon a qualifying event and/or at the time of open enrollment. Qualifying event election must be made within 30 days of the qualifying event date.**
- 5. Once enrolled in the SLC Health Plan employees can ONLY drop coverage at the beginning of the next plan year (January 1) during the open enrollment period or within 30 days of a qualifying event during the plan year.**
- 6. The employee must provide proof that he/she has health insurance that is not the St. Lawrence County health plan.**
- 7. Buy-out payments will be pro-rated based on employment dates and the period of time the employee was participating in the buy-out option during the plan year.**
- 8. The annual buy-out payment will be pro-rated and paid each pay period.**
- 9. Payments made to an employee under the provisions of this buy-out option are excluded from NYS Retirement System earnings calculations.**
- 10. Buy-out payments are taxable.**
- 11. The Buy-out payment is based upon proof of coverage (example: Family = marriage certificate, Dependent = birth certificate).**

<u>Enrollment Status:</u>	<u>Annual Payment</u>	= <u>Pay Period</u>
Individual	\$2,000	\$76.92
Family/Employee w/ Dependent	\$4,000	\$153.84

ARTICLE XIII - RETIREMENT AND SOCIAL SECURITY

Section 1. The County agrees to provide the New York State Retirement Plan currently in effect with the following options, where applicable: Section 75-1, Section 41-J, and Section 60-B.

Section 2. Eligibility for membership in the Retirement Program shall commence on the first day of employment. This Benefit is not automatic. Application must be made through the St. Lawrence County Human Resources Department. Employees must either enroll or sign a waiver form depending upon eligibility.

Section 3. Any fulltime employee receiving a permanent appointment to a position in the competitive class, non-competitive class, labor class, or exempt class of the classified Civil Service MUST join the New York State Employees Retirement System as a condition of employment. Part-time employee membership to the Retirement System is optional.

Section 4. All employees shall be covered by Social Security coverage.

Section 5. For an individual employee who retires after October 1, 2012, St. Lawrence County shall reimburse such individual (and his/her spouse) for the cost of Medicare Part B Premiums, provided that such individual was on the payroll anytime from January 1, 2012 to October 1, 2012 and retires thereafter. The County will reimburse such retiree (and his/her spouse) at the annual dollar amount of the Medicare Part B Premiums in effect on December 31, 2014. Additionally, employees must have been enrolled in the health plan (Individual, with Dependent, or Family Plan) for five years and must be enrolled at the time of retirement. Such reimbursement rate shall be frozen for the remainder of the life of the retiree/spouse at the annual dollar amount of the Medicare Part B Premiums in effect on December 31, 2014. If the cost of Medicare Part B is reduced below the annual dollar amount being paid on December 31, 2014, the County shall have the right to adjust to the lower rate.

For employees hired after October 1, 2012, the County will not reimburse such employees (or their spouses) for the cost of Medicare Part B Premiums when such employees retire.

ARTICLE XIV - LABOR MANAGEMENT PROGRAM

Section 1. The County and the Association shall establish a joint Labor Management Committee for the purpose of providing communication, discussion, and resolution of problems between the County and the employees within the bargaining unit. **The joint Labor Management Committee shall be composed of up to four (4) designees of the Union including the Labor Relations Specialist and up to four (4) designees of the Employer.**

Section 2. Meetings may be called with three (3) working days written notice to the Human Resources Department, County Administrator's Office, or Association. The problems referred to it shall be resolved within seven (7) days from date received. Each has the option of moving the problem to the last step (not the beginning or intervening steps) of the Grievance Procedure if the problem cannot be mutually resolved. Time limits may be extended by mutual agreement of the parties.

Section 3. The parties agree that the following procedures will govern Labor Management Committee proceedings:

1. Meetings shall be limited to no more than 2 hours.
2. No more than three items shall appear on a meeting agenda, to be submitted 24 hours in advance of the meeting to the other party.
3. Agenda items shall not be carried over in subsequent meetings unless mutually agreed.
4. **Meetings shall be held as needed at a mutually agreeable time and place.**
5. **Meetings may be initiated by either party through a written request to the other side.**
6. **The proposed agenda shall be exchanged prior to the meeting.**

Section 4. Establish a joint CSEA/County Safety and Health Committee. The County and the Association agree to establish a joint committee of no more than five representatives from the association to meet at mutually agreed upon times to foster communication between the parties to discuss safety issues of labor/management concerns.

ARTICLE XV - SENIORITY

Section 1. Seniority shall be determined by the length of continuous service (time worked or time paid) commencing with the date of employment. However, leave without pay periods shall not be counted as time worked. See Addendum A for seniority for non-competitive titles in the Highway Department.

Section 2. Seniority shall be used to determine layoffs and recalls based on the individual employee's job classification and length of seniority **when civil service rules do not apply.**

Section 3. The County shall notify an employee being recalled by mail or telephone at his/her last known address or telephone number. Such recall notification must be acknowledged by the employee within four (4) business days.

Section 4. Employees will lose their seniority for the following reasons:

- A. Discharge
- B. Resignation
- C. Retirement
- D. Unauthorized absences for more than two (2) pay periods
- E. Failure to return from a layoff at the same grade and status (full-time or part- time)

Section 5. When employees are appointed by Department Heads to temporary positions such as Team Leaders, Coordinators, or Supervisors, priority will be given to members of the Department involved based on seniority and suitable qualification (includes job performance).

ARTICLE XVI - TENURE

Section 1. All permanent employees within the bargaining unit shall be accorded the same rights that permanent Competitive Class employees receive under the provision of Section 75 of the Civil Service Law as it relates to removal, suspension, and discipline.

Section 2. In the event of mandatory reduction in the work force or the abolishment of positions, the County will give preference for placement in existing positions to those employees within the bargaining unit who meet the qualifications and retention rights as set forth in the Civil Service Law and other sections of

this agreement. For employees who fall in the Labor Class or Non-Competitive Class, "retreat" procedures as defined in NYS Civil Service Law and the St. Lawrence County Rules for the Classified Civil Service shall be used in determining who is laid off. At no time may an employee in the Labor Class or Non-Competitive Class bump an employee in the Competitive Class.

Section 3. The County agrees that prior to any meeting with an employee concerning the investigation of possible discipline and/or actual discipline being taken, the employee shall be informed that he/she has the right to have a Union Representative present at the meeting. No other form of representation is allowed.

Section 4. All employees covered by Section 1, above, and all competitive class employees, upon receipt of charges in accordance with Section 75 of the Civil Service Law, shall have the right to waive their rights to the Section 75 hearing by filing a grievance. Said grievance must be filed within eight (8) working days of receipt of the charges, by utilizing the procedures outlined in the Grievance Procedure of Appendix B commencing with Step 3 and proceeding to Step 4 if necessary.

Section 5. Voluntary Resignation. Any employee is absent from work/position for **four (4)** or more consecutive days without having given prior notification to and without having been excused by the Department Head shall be considered a Voluntary Resignation and the employee will forfeit all rights under this contract. Likewise, if an employee verbally resigns/quits the employer will consider the resignation effective immediately and the employee will forfeit all rights under this contract.

ARTICLE XVII - RECIPROCAL RIGHTS

Section 1. It is agreed that no title within the bargaining unit shall be re-allocated to a different grade without prior written approval of the Association. Employees in titles re-allocated during the duration of this agreement shall be placed on the step in the new grade as was held in the old grade.

Section 2. It is agreed the County will permit the Association representatives to appear before the appropriate body to discuss any grade allocations or re-allocation of any employee positions within the bargaining unit.

Section 3. It is agreed that upgrading requests will be presented by the Union at Labor Management meetings and that the Union will take the responsibility of providing the substantiation for the upgrading request at Labor Management meetings. It is understood that prior notice will be given to the County representatives of those positions which are to be on the agenda for upgrading prior to the date of the meeting so that the County personnel may have an opportunity to review these with Department Heads that are involved. It is further understood that at the initial presentation for the upgrading requests, the Union representatives on the Labor Management Committee will present the substantiating information themselves. If, as a result of the discussion that takes place at the Labor Management Committee meeting, additional documentation is needed, then it is understood between the County and the Union that a representative who holds the title of the particular position involved would be invited to the next Labor Management Committee meeting to provide specific details as to the nature of the position.

It is further agreed that in those cases where there is agreement between the County and the C.S.E.A. representatives on the Labor Management Committee that a particular position should be recommended for upgrading, that this recommendation will then go to the appropriate Committee. If it is approved by the appropriate committee it will be sent to the full Board of Legislators for approval or denial by that body.

It is further agreed that in those cases where agreement is not reached on an upgrading request at the Labor Management Committee meeting, that there will be no further presentation of the matter to the Board of Legislators of St. Lawrence County.

Any grade changes agreed upon shall become effective upon the date that the Legislative body approves the change.

Section 4. The County agrees that for any new position created, the Association will be notified of the title and pay grade and will be furnished a job specification of the said position.

Section 5. The County agrees that any employee, alone or in the company of an Association representative, shall be allowed to examine any public record pertaining to his/her employment. Letters of reprimand or other derogatory material will be removed from an employee's personnel file after three years provided there have been no other instances of discipline during that period.

Section 6. It is agreed that all Civil Service examinations, both open competitive and promotional, for any position within the bargaining unit of County service will be advertised in advance.

The County shall make reasonable effort to ensure that an employee who must take a Civil Service written test is not required to work during the eight (8) hour period prior to the time at which the employee is scheduled to report for such test.

Section 7. It is agreed that the County will publish the results of each examination and supply the President of the Association with a copy of such publication notice.

Section 8. The County agrees that the Association shall have the right to review any Personnel manual authored by the county to ensure that it does not conflict with this agreement.

Section 9. It is agreed that the Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County. Such bulletin boards to be used by the Association shall be mutually agreed upon by the County and by the Association.

Section 10. It is agreed that any medical examination requested by the County, shall be a County charge, except medical examinations required under the present sick leave policy. The County may request a medical examination at any time and shall have the right to name the physician to conduct such medical examination. However, an individual employee may elect to have his/her own physician conduct a medical examination. The County will allow a maximum fee of \$30 for such examination. In cases where the County requires extra testing and the employee elects to use his/her own doctor, the County will pay 50% of the reimbursement costs to the employee.

Section 11. It is agreed that the County will provide the Union President with 10 copies of the Rules of the Classified Civil Service of St. Lawrence County with updates and changes.

Section 12. It is agreed that the County will furnish a list of bargaining unit member's names and Departments semi-annually.

Section 13. It is agreed that the County will make available its facilities for Association meetings upon request of the Association.

Section 14. The County agrees that if the New York State Legislature enacts any permissive legislation favorable to public employees, the Association shall be granted an automatic re-opener of the pertinent Article(s) and Section(s) of this Agreement for the discussion of such legislation.

Section 15. Employees are responsible for monitoring their own accruals to determine if time will be lost. It is agreed the County shall provide a time and accrual balances with the employees' bi-weekly payment.

Employees shall report any errors when they are discovered. The Department Head shall designate a time keeper for each department or work location.

Section 16. It is agreed that the County will implement jointly with the Union, the Employee Assistance Program.

Section 17. It is agreed that employees of the Highway Department classified as "Mechanics" and "Mechanics Helpers" who damage or break a personal tool in the course of performing County work, shall have the tool repaired or replaced, with a tool of equal value as may be appropriate, at County expense. The County further agrees to provide to each Mechanic and Mechanic Helper the amount of \$100 per year to be used towards the purchase of personal tools. The list below is the minimum required tools to perform Motor Equipment Mechanic work at the County Department of Highways. The County will replace/repair at their discretion any of the below required tools with equal or like tools. In addition, the County can repair/replace cordless tools that are used at the facility. Required tools:

- Hand wrenches both fractional and metric between ¼ and 1¼ inch (6mm-32mm)
- Drive ratchets (¼, 3/8 , and ½ inch), extensions and sockets both fractional and metric to 1¼ inch and 32 mm
- Assorted Torx bits and sockets
- Assorted screwdrivers, flat blade, Phillip's, large and small
- Assorted pry bars, adj. wrenches and pipe wrenches, vise grips
- Assorted pliers including side cutters, sliding pliers, electrical strippers, and crimpers
- Assorted weight ball peen hammers
- Assorted punch's and chisels
- Electrical testers, digital volt meter, test light
- Assorted pneumatic tools including impacts and ratchets up to ½ foot drive
- Sectional tool box's with small road box

In the event of a tool problem it will need to be reported to either the Senior Equipment Mechanic or the Equipment Supervisor by the end of that day and the vehicle or equipment being worked on. Mechanics will need to generate a list of power tools air/electric to be kept on file for future reference. When a power tool is replaced the new serial # will need to be added to the list and the old one removed. The list of power tools should be limited to one of each size be it ¼ inch, 3/8 inch or ½ inch but can be both pneumatic and electric.

Power tools ¾ inch or larger and other equipment or personal tools that are supplied by the County will not be considered for repair/replacement. These tools as well as duplications of same tools such as multiple impacts of the same size shall also be taken home and removed from the list.

Section 18. It is agreed that employees of the Highway Department, Buildings and Grounds Department, and Emergency Services Dispatchers, **Senior Emergency Services Dispatchers, and Supervising Emergency Services Dispatchers**, working overtime on a daily basis shall receive a meal allowance where receipts and vouchers are provided under the following circumstances:

- A. On a daily overtime basis, after the third (3rd) hour of overtime eleven (11) hours and each four (4) hour period consecutively worked thereafter.
- B. On a Saturday or Sunday, overtime assignment as provided in (A) above, plus an additional meal allowance in the middle of the initial eight (8) hours of overtime so worked.
- C. **The maximum meal allowance shall be \$15 per day.**

Section 19. It is agreed that clothing, footwear, and eyeglasses damaged in the course of employment with the County, not the result of the claimants own negligence, will be replaced by the County. The initial

determination in these matters shall rest with the Department Head. However, should the claimant disagree with the Department Head's decision, he/she may appeal through the grievance process.

Section 20. A copy of any document related to an employee's work performance placed in an employee's personnel history folder shall be sent to the employee at the time of such placement.

Section 21. An employee who is a Volunteer Fire Department or Rescue Squad member and who is late for work due to his/her involvement in an emergency event may elect to use Compensatory Time, Personal Time, Sick Time or Vacation Time at the employee's option. The employee shall make a good faith effort, if the situation permits, to notify his/her office that he/she will be late for work. If an employee volunteers in an emergency event, during his/her regular work schedule, the employee may elect to use Compensatory Time, Personal Time or Vacation Time at the employee's option but will be considered off the clock during their volunteer service. The County will not be liable for any injury or illnesses that occur during or due to the volunteer service.

Section 22. An employee who is required to travel out of the county for business purposes will be reimbursed for the actual costs of **meals** subject to a maximum travel allowance of **up to \$50/day or \$65/day for overnight travel**. Such allowance will be paid upon submission of actual receipts to the Department Head for review and approval by the County Auditor. There shall be no reimbursement for in-county meals unless the employee is representing the County at an event where the meal is a part of the event and the employee's representation at the event has been approved in advance by the County Administrator. The cost of the meal must be indicated on the approval form. This section is effective January 1, **2025**.

Section 23. An employee who takes a promotional civil service exam may submit by voucher to their department for reimbursement of the cost of the exam. (NOTE: The intent is that this will apply to the promotional 70 series exams.)

Section 24. Reclassification (change of civil service title): If an employee's position is reclassified per civil service rules and the employee in the position to be reclassified is eligible and reachable to be appointed to the new classification (title) per civil service rules, the employee will be placed in the new grade on the first step that holds the employee harmless. If the reclassification does not result in a grade change the employee stays at their current step.

Section 25. **The County agrees that security cameras placed at the Highway Department outposts (inside and outside buildings) will not be used as an observation tool in the evaluation of bargaining unit members or for disciplinary action related to official job duties, unless the activity of the bargaining unit member constitutes criminal conduct and/or jeopardizes the safety and/or general welfare of the public.**

ARTICLE XVIII - ADMINISTRATION OF THE SALARY PLAN

Section 1. **Effective the first full pay period in January 2025, five (5) steps will be added to each grade with 2% intervals between steps. (ex. 2% increase from step 10 to step 11 and continued up to step 15).**

Section 2. **Effective the first full pay period in January 2025, all employees hired before July 1, 2024 will move up one step and the salary amount for each grade and step will be increased by three percent (3%). (Ex. Effective January 4, 2025).**

Section 3. Effective the first full pay period in January **2025**, **after appropriate employees are moved according to section 1 and 2 above, all titles will be increased by one grade, except grade 7 titles will move to grade 13. All employees will be moved to the new grade and placed on the first step held harmless.**

Section 4. Effective the first full pay period in January **2026**, all employees hired before July 1, **2025** will move up one step and the salary amount for each grade and step will be increased **three percent (3%)**.

Section 5. Effective the first full pay period in January **2027**, all employees hired before July 1, **2026** will move up one step and the salary amount for each grade and step will be increased by **three percent (3%)**.

Section 6. Effective the first full pay period in January **2028**, all employees hired before July 1, **2027** will move up one step and the salary amount for each grade and step will be increased **three percent (3%)**.

Section 7. When an employee is promoted he/she shall receive an increase which represents an increase to the minimum of the new grade plus an additional two (2) steps, or to the first step in the new grade that gives the promoted employee a salary increase plus an additional two (2) steps (see example) whichever is greater. No one shall exceed the top of the range for the new grade. Where an employee has been promoted between July 1st and December 31st and the promotion results in a salary increase of 5% or less, they shall be eligible for a step increase in the succeeding year providing they are otherwise eligible for a step increase. In no event shall an employee exceed the maximum of the grade.

Grade 13 Base Step to Grade 15	=	Grade 15 Step 2
Grade 13 Step 4 to Grade 15	=	Grade 15 Step 3
Grade 13 Step 3 to Grade 15	=	Grade 15 Step 2

Section 8. The rate of pay is determined by the salary grade of the position. No position within the bargaining unit can be allocated below Grade 13 without approval of the bargaining unit.

Section 9. All part-time and extra-help employees, except those specifically enumerated in the salary schedule, shall be paid on an hourly basis for the number of hours actually worked. No advance payment shall be allowed for an hourly, part-time or extra-help employee. He/she must have actually worked the number of hours set for the payroll period.

Section 10. Hourly rate shall be computed as follows: Annual salary of position and grade, divided by 2,080 hours for forty (40) hour week employees, and 1,820 hours shall be the divisor for thirty-five (35) hour week employees.

Section 11. The County shall pay any employee within the bargaining unit who is promoted either on a provisional, temporary or permanent basis the rate of pay in accordance with Section 6 above.

Section 12. The County shall pay employees within the bargaining unit who worked in an on-call status and whose normal activities are restricted while in an off-duty status \$3 per hour and their hourly rate computed in accordance with Section 9 above and Section 4 of Article V for the number of hours actually worked. Straight time shall be paid for hours between 35 and 40. The County further agrees that employees who are required to work at home while on call for 1/2 hour or more shall be paid their regular hourly wage rate.

Section 13. The County shall pay Highway Department employees four (4) hours show-up time if work is postponed due to inclement weather or other reasons.

Section 14. The County shall pay a minimum of four (4) hours if Highway Department employees are called in for emergency work, which is completed under this time limit.

Section 15. A copy of the salary plan is annexed to this agreement as Appendix A.

Section 16. **Effective January 1, 2025, upon Human Resources request to start a union member at higher than base step an ad hoc committee will be formed. The committee will determine the placement on the salary step schedule for union members hired or transitioning into a position represented by the Union. The Committee will consist of two (2) union members and two (2) management employees which will include the Union president or his/her designee and the HR Director/Personnel Officer or his/her designee. Committee findings will be decided by majority vote however, in the case of a tie the union member will be placed at base step. Criteria considered will include verified relevant prior paid work experience attained within County employment or outside County employment. Relevant prior experience will include knowledge, skills and abilities as outlined in the appropriate job specification (description) for the job classification (title) hired in. Less than full-time work will be credited proportionately to determine full-time equivalent time. One salary step will be granted for each year of full time equivalent work, as described herein, up to a maximum of step seven (7). (Employees hired prior to ratification date (December 2, 2024) will not be adjusted based on this language.)**

Effective January 1, 2020 all employees that are reinstated (civil service definition) to their previous job within a year of the date they resigned or retired will be placed on the same step as when they left. Benefits and seniority will start over as if the employee is a new hire. (Employees reinstated prior to January 1, 2020 will not be adjusted based on this language.)

Section 17. The County shall pay employees who use their own personal automobile for official County business the current IRS rate per mile or a minimum of twenty six and a half (26.5) cents whichever is greater. Toll charges are also reimbursable upon presentation of paid receipts.

Section 18. The County agrees that an employee who is required and authorized to perform the duties of a higher paying classification shall receive the base pay of the higher position or four and a half (4.5%) increase above the employee's existing rate, whichever is greater, for all hours worked in the higher classification. Said assignment must be for no less than **five (5)** consecutive working days and shall be retroactive to the first day.

Section 19. When an employee is demoted, he/she will go to the lower grade in the same step if he/she had never held the title previously. If he/she had previously held the title, he/she would go to the lower grade in the step that they would have held had they never left the title.

Section 20. Promotions for Social Welfare Examiner Trainee to Social Welfare Examiner shall be handled in accordance with Section 20.B. of this Agreement.

Section 21. The Buildings and Grounds employees designated by the Director of Governmental Services to work primarily in the county jail shall receive an additional \$1.00 per hour. This shall be paid up to a maximum of 2,080 hours annually. The Public Health Nurses designated by the Director of Public Health to work primarily in the County Jail shall receive an additional \$1.00 per hour. This shall be paid up to a maximum of 1,820 hours annually.

These differentials shall not be paid to any employee required to work in the County Jail in addition to the designated employees. If an employee is required to work in the County Jail in a substitute capacity, in place of one of the designated employees, the employee is eligible for the differential paid under this section, if said assignment is for four (4) consecutive workweeks, or more. The differential, if paid, shall be retroactive to the first day of the assignment. This section is effective the date this contract is signed.

Section 22.

- A. The County reserves the right to assign Caseworkers, Senior Caseworkers, Grade B Supervisors and Grade A Supervisors in a manner, which is in the best interests of the County. Seniority and other considerations shall not apply to assignments to or from the Child Protective Services Unit.
- B. Promoting an employee to Social Welfare Examiner, grade **22**, title is unique due to the transition **from** Social Welfare Trainee, grade **19**, title and then on to the Examiner title after a training period of six months. The following procedure will be implemented in order to consistently apply the language of the contract concerning how an employee will be paid in a promotional situation, Article XVIII - Administration of the salary Plan Section 7.

The grade and step an employee is at, prior to the promotion, will be used to determine where they will end up on the grade **22** pay scale. The training period at grade **19** will be calculated using the promotional calculation. However, when an employee moves to grade **22** they will be placed on the pay scale as if they moved from their prior to promotion grade and step to grade **22**. At no time will the employee receive more money than they would have if they moved from their prior grade to grade **22** without a transition grade.

If an employee is at a grade higher than **19** but less than **22**, **20** or **21**, they will be held safe, no salary change will take place for the six-month training period. After the six-month training period they will then be placed at grade **22** using the promotional calculation, Article XVIII Section 7.

The following example uses year **2025** pay scale:

Social Welfare Examiner Trainee, Grade **19**, Step 10 = **\$52,635**

Social Welfare Examiner Grade **22**, Step **7** = **\$55,685** (promotional calculation applied)

Section 23. The rate of pay for temporary laborers will be at Grade **14** for the first five years. After completion of five continuous years, the rate of pay for temporary laborers will be at Grade **17**. This section does not apply to previously employed temporary laborers.

Section 24. Pursuant to the MOA dated July 2023, the following language will apply:

- 1. RNs and LPNs employed prior to 07/25/2023 at the County Correctional Facility on a full-time or part-time basis as a primary job will move to step 10 of grade 26 for RNs and step 10 grade 20 for LPNs and provide a one-time retention stipend of \$1,750
- 2. RNs and LPNs hired after 07/25/2023 at the County Correctional Facility on a full-time or part-time basis as a primary job will be placed on step 10 of grade 26 for RNs and step 10 grade 20 for LPNs.
- 3. Like the RNs at the County Correctional Facility, LPNs will be required to work 40 hours in a work week at the hourly rate as established in the contract wage matrix by dividing the annual salary by 1820 hours. (For Example: 2023 grade 20 step 10 = $\$51,624/\text{yr}/1820\text{hrs} = \$28.36/\text{hr} * 2080\text{hrs} = \$58,999 = \text{annual salary based on 40 hour work weeks}$)

4. RNs and LPNs employed at the County Correctional Facility on a full-time or part-time basis as a primary job will be provided \$1.00/hr hazardous duty pay for straight time worked up to a maximum of 2080 hours per calendar year.
5. RNs employed at the County Correctional Facility on a full-time or part-time basis as a primary job will be provided a \$8.00/hr staffing differential to be paid in addition to their base wages.
6. LPNs employed at the County Correctional Facility on a full-time or part-time basis as a primary job will be provided a \$5.00/hr staffing differential to be paid in addition to their base wages.
7. RNs and LPNs working in a per diem capacity in the Correctional Facility will be allowed to work up to a maximum of 480 hours per calendar year.
8. Effective the first full pay period in 2025 current RNs and LPNs employed at the County Correctional Facility on a full-time or part-time basis as a primary job will be moved to the applicable step and grade according to Section 1, 2 and 3 of this Article. RNs hired on/after 7/01/2024 will be placed on Grade 27 Step 7 and LPNs hired on/after 07/01/2024 will be placed on Grade 21 Step 7 to start. Thereafter, RNs and LPNs will move on step pursuant to this Article in the same way all other employees move.

Section 25. Salary grades that fall below NY State minimum wage will be adjusted so that the Base step reflects the NY State minimum wage and all others steps within that grade will be adjusted by the same amount the Base rate was adjusted.

Section 26. The County provides paperless direct deposit for all employees. As a condition of employment, and within thirty (30) days of the date of hire and within thirty (30) days of the effective date of this Agreement, employee agrees to make all necessary arrangements to have all sums paid pursuant to this Agreement direct deposited into one or more bank accounts as designated by Employee. When all necessary arrangements for paycheck direct deposit are in place employees will provide written consent for direct deposit and an email address for pay stubs/statements to be emailed to. Employees are able to access and print their pay stubs/statements via email (work or home) and MUNIS Self-Service. Payroll will only print pay stubs/statements for employees in extenuating circumstances. Funds will be available in each designated account through ACH on each pay date. If an over or under payment occurs, it will be corrected in the next paycheck. Changes to elected direct deposit options may be made at any time through MUNIS Self-Service and changes will be effective within two (2) payroll cycles.

ARTICLE XIX - SAVINGS CLAUSE

Section 1. All rights, privileges or benefits already accorded the employees of the bargaining unit shall not be rescinded, changed, or impaired, except by the present agreement.

Section 2. This agreement shall constitute the full and complete understanding between the County and the Association 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 contract will remain in effect.

Section 4. This agreement shall remain in effect until 11:59 P.M. on December 31, **2028**, and thereafter. Either party hereto may, on or after July 1, **2028**, serve notice, in writing, upon the other party of its desire to amend, modify, or terminate this agreement effective January 1, **2029**. In such event, the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

ARTICLE XX - PRINTING AND DISTRIBUTION

The County shall print the contract and supply the Association with copies to distribute to its members.

ARTICLE XXI - LONGEVITY

Section 1. **Effective first full pay period following ratification date (12/02/2024)** employees reaching the following anniversaries **prospectively** shall receive a bonus payment per this schedule:

<u>ANNIVERSARY</u>	<u>LONGEVITY BONUS</u>
15th Anniversary	\$1,500
20th Anniversary	\$2,000
25th Anniversary	\$2,500
30th Anniversary	\$3,000
35th Anniversary	\$3,500

Part time employees will accrue longevity time credits on the basis of their actual time worked and be paid according to the schedule in Article XXI. **Further, these longevity payments are a one-time lump sum payment which are not added on to the base salary of the employee and are not subject to the percentage salary increases stipulated in Article XVIII of this agreement.**

Section 2. Full Time and Part-Time employees who reach the following anniversaries during a contract year shall receive the following additions to their salaries as calculated in Article XVIII. These additions will begin the pay period of the employee's anniversary date (after breaks of service of thirty (30) days or more are deducted). Further, these additions to the salary schedule are not added on to the base salary of the employee and are not subject to the percentage salary increases stipulated in Article XVIII of this agreement.

Effective January 1, 2008:

12 - 14 years	\$ 600	(\$23.08/pp)
15 - 19 years	\$1,200	(\$46.16/pp)
20 years and more	\$1,800	(\$69.24/pp)

Note: The amounts shown are not cumulative.

Section 3. **Effective first full pay period in February 2025 a retention bonus of \$2,000 will be paid to all employees with an active status that have completed five (5) years of service. Thereafter, prospectively, employees will be paid this one-time retention bonus of \$2,000 effective the first full pay period following their five (5) year anniversary date. Employees that separate service prior to the payment of this bonus will not be eligible.**

ARTICLE XXII - BENEFITS FOR PART-TIME EMPLOYEES

Section 1. Effective January 1, 1992, regular part-time employees shall be entitled to sick leave, vacation, and holidays on a pro rata basis. Effective January 1, 1992, regular part-time employees shall receive the same health benefits as regular full-time employees.

Section 2. Accumulation of leave (**vacation and sick**) will be calculated based on the number of hours worked/paid for that pay period **multiplied by the appropriate accrual rate**.

Holidays will be paid as follows:

- **For positions with full time equivalent (fte) 7 hour shifts – 3.5 hours holiday pay**
- **For positions with full time equivalent 8 hour shifts – 4 hours holiday pay**
- **Employees working set schedules for 5 days a week will be paid their normally set scheduled hours. Ex. Nutrition Services Aides work 6 hour/shift and 5 day/week – 6 hours holiday pay.**
- **Hours paid per calendar year will not exceed 91 hours for a 35 hour/week full time equivalent position or 104 for a 40 hour/week full time equivalent position.**

Section 3. Regular part-time employees hired before the signing date of the 1991-1993 contract between CSEA and the County shall be entitled to the same holidays as a regular full-time employee.

Section 4. Unscheduled Sick and Vacation Time for Part-Time Employees

- A. When a part-time employee is out for illness or injury, it is necessary for the department to track the time used. The Department Head will be notified by the employee's supervisor if the illness or injury is for an extended period (one week or more).
- B. When an employee is away from work, accrued time will be used according to scheduled time. If there is no scheduled time, leave time will be calculated according to the average of the four previous payroll periods.

Example: Mary Smith is out sick for six weeks. She was paid an average of 25 hours in the four previous payroll periods prior to the time off request. Therefore, during the six weeks off she will use a minimum of 25 hours of sick time for each week she is off. If she chooses, a maximum of 35 hours per week may be used. For prior approved vacation time, the above formula will be utilized.

- C. In an extended leave situation, the time and accrual person will track the time used. Each Monday he/she will send the employee's accrual balance to the Department Head.
- D. It is the employee's responsibility to notify their supervisor/department head if they need to be out of work due to an illness or injury. The Human Resources Department will notify the employee and the Department Head, in writing, of the employee's final FMLA eligibility status if and when they have enough information to make that determination whether the employee wants it designated or not. Under no circumstance will the County extend FMLA leave beyond the maximum allowed by law.
- E. The employee is to correspond on a regular basis with the Department Head and notify same about status as it relates to returning to work. If the employee does not respond to requests for information regarding absence, the employee will expend their benefits and will be placed on unauthorized leave of absence without pay. The Department Head may proceed with disciplinary procedures.

- F. If the employee is eligible for Family Medical Leave and/or extended sick leave, the Department Head will complete and send to the Human Resources Department a Report of Personnel Change (426) form indicating status of employee.

ARTICLE XXIII - IN-SERVICE TRAINING

Section 1. Subject to the approval of the department head, requests for taking of specific courses, to include CLEP (College Level Equivalent Proficiency) exams, intended to improve the abilities of an employee in relation to his/her job performance will be granted without cost to the employee. Employees who fail to satisfactorily complete a course after the last date for withdrawal without penalty will be required to reimburse the County for the cost of the course.

Section 2. Bargaining Unit members who receives the entry-level driver training for Commercial Driver's License (CDL) A & B through the SLC Highway Department will be required to sign a Training Repayment Agreement and repay training costs if the employee resigns from employment with the County either prior to completion of the training or within twelve months after the end of the training, except that in the latter case, the amount required to be repaid shall be reduced by 1/12th part for each complete calendar month after the end of the training during which the employee remains employed with the County.

ARTICLE XXIV - LEGISLATIVE APPROVAL

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 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 11 day of March, 2025.

St. Lawrence County

C.S.E.A.



David Forsythe, Chair
St. Lawrence County Legislature
Board of Legislators



Casey Shantie, President
St. Lawrence County Unit 8400
Civil Service Employees Association, Inc.

December 2, 2024

RESOLUTION NO. 406-2024

**AUTHORIZING THE CHAIR TO SIGN A CONTRACT WITH THE CIVIL SERVICE
EMPLOYEES ASSOCIATIONS, LOCAL 100 - UNIT 8400, FOR 2025-2028**

By Mr. Forsythe, District 2; Mr. Lightfoot, District 3; and Mr. Perkins, District 7

WHEREAS, the St. Lawrence County and the Civil Services Employees Association, Local 1000 – Unit 8400 contract will expire December 31, 2024, and

WHEREAS, negotiations sessions began in the summer of 2024 and a tentative agreement was reached in December 2024, and

WHEREAS, St. Lawrence County believes that it is in the best interest of both parties to successfully conclude negotiations with a four-year contract (2025-2028),

NOW, THEREFORE, BE IT RESOLVED that the Board of Legislators authorizes the Chair to sign a contract with the Civil Services Employees Association, Local 1000 – Unit 8400 for the contract period 2025-2028, upon the advice of the St. Lawrence County Negotiating Team, and

BE IT FURTHER RESOLVED that this resolution will expire if the Civil Service Employees Association, Local 1000 – Unit 8400, fails to ratify the contract agreement before December 31, 2024.

)

) ss:

STATE OF NEW YORK

)

COUNTY OF ST. LAWRENCE

I, Rebekah Zuhlsdorf, Deputy Clerk of the St. Lawrence County Board of Legislators, **DO HEREBY CERTIFY** that I have compared this Resolution No. 406-2024 Entitled “Authorizing the Chair to Sign a Contract with the Civil Service Employees Associations, Local 100 - Unit 8400, for 2025-2029”, adopted December 2, 2024, with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

Rebekah Zuhlsdorf

Rebekah Zuhlsdorf, Deputy Clerk
St. Lawrence County Board of Legislators
December 3, 2024

Signatures of Bargaining Teams

For St. Lawrence County:


Joanie J. Dorothy
Personnel Officer & Chief Spokesperson


Ruth A. Doyle, County Administrator


Rick Perkins, Legislator/Committee Chair


Dave Forsythe, Chair, Board of Legislators


Joseph Lightfoot, Legislator


Harry Smithers, Legislator


Karen Bjork, Asst. County Administrator

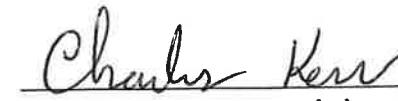
For Civil Service Employees Assoc., Inc.:


Kevin Phelix-Bromley
Labor Relations Specialist



Casey Shantie, CSEA President


Patricia Olson, CSEA Vice President


Debra Sibley, CSEA Treasurer


Charles Kerr, Bargaining Team Member


Desiree King-Dailey, Bargaining Team Member


Darlene Nelson, Bargaining Team Member

ADDENDUM A

St. Lawrence County Highway Department

CATEGORIES OF EMPLOYEES

In the non-competitive class in the Highway Department, employee categories are regular full-time employee or regular part-time employee or temporary employee or casual employee.

Regular full-time and regular part-time Highway Department employees are entitled to the same benefits as other County employees who annually work twelve (12) months with the following exceptions and special provisions:

1. Regular full-time and regular part-time employees shall receive any holiday observed while they are employed the same as any other regular full-time or regular part-time employee.
2. Regular full-time and regular part-time employees of the Highway Department will accrue vacation credit the same as any other regular full-time or part-time employee. These employees shall earn additional vacation credit in accordance with Article VII, Section 1. Every twelve (12) months actually worked equals one (1) year of service.
3. Regular full-time or regular part-time employees of the Highway Department laid off at the termination of the construction season shall be granted their accrued vacation at that time unless other arrangements are made with the Department Head.
4. St. Lawrence County will provide health and life insurance through the entire year for regular full-time and regular part-time employees with the following exceptions and special provisions:
 - a. During a seasonal layoff, regular full-time and regular part-time employees must continue to pay the same rate for health and life insurance as an active employee.
 - b. If a regular full-time or regular part-time employee is not rehired after a seasonal layoff by June 1 of the following year, that individual is no longer eligible for County Group Health and Life insurance benefits. The Highway Department will notify the individual that he/she will not be rehired that year. At the individual's option, life insurance may be continued at the individual's expense by converting coverage to an individual plan with the insurance carrier; and at the individual's option, health insurance may be continued in accordance with the provisions of COBRA (Consolidated Omnibus Budget Reform Act) as amended.

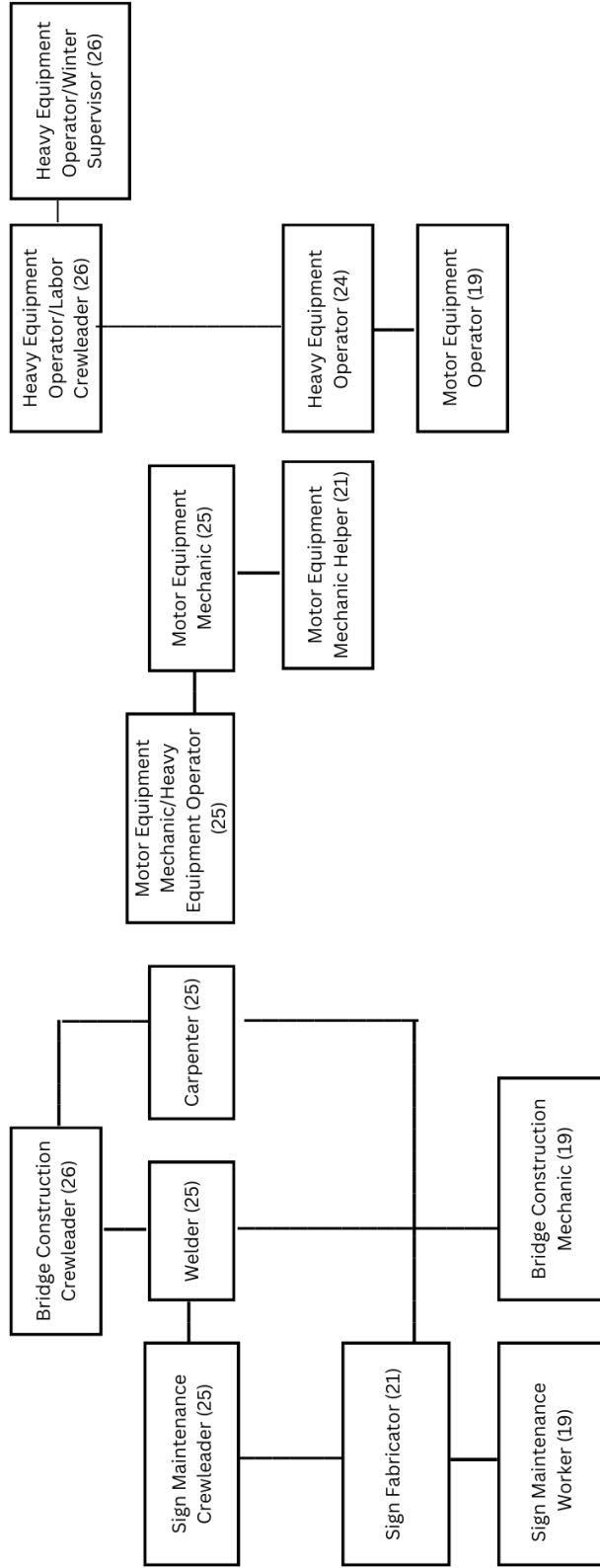
SENIORITY

Seniority shall be determined by the length of continuous service commencing with the date of employment. However, leave without pay periods shall not be counted as time worked (e.g. Highway employees who only work a portion of the year).

CAREER LADDER

The career ladder includes all non-competitive positions in the St. Lawrence County Highway Department. It shows the relationship of these positions vertically and laterally from entry level through several promotional levels. When vacancies occur, based on skills and seniority, employees may move from entry level to higher positions or laterally among different job classifications. The career ladder chart illustrates the types of promotional or lateral activity possible and is not a restrictive document nor directive in nature.

ST. LAWRENCE COUNTY DEPT. OF HIGHWAYS CAREER LADDER
NON-COMPETITIVE POSITIONS



* Blaster title will be approved by Superintendent to those possessing Blaster Certificate upon vacancy or required needs.

** Pesticide Applicator Title will be approved by Superintendent to those possessing Pesticide Applicator License upon vacancy or required needs.

POSITION VACANCIES

A position shall be considered vacant if it is a new position or becomes vacant due to a retirement, resignation, or permanent termination. A seasonal layoff is not a vacancy. Due to budgetary considerations, a vacant position may not be filled.

RECALL PROCEDURES

These procedures shall apply to regular employees only. Recall procedures are for already established Highway Department positions which have been previously or usually filled only seasonally. New positions and vacant positions are filled by "job bidding".

Recall shall be based on the individual employee's job classification and seniority in that title. All regular workers must be recalled before new employees are hired.

The Highway Department shall notify an employee being recalled by mail at his/her last known address. Such recall notification must be acknowledged by the employee within five (5) working days from the day the letter is mailed.

Copies of the letters to the employee and acknowledgment will be kept on file.

JOB BIDDING PROCEDURES FOR MAKING PROMOTIONS AND LATERAL CHANGES IN POSITIONS

For purposes of this section the definition of promotion and lateral change is as follows:

A promotion means a change from a position with a lower grade to a position with a higher grade. A lateral change is a change from one job classification to another with no change in grade. The Superintendent of Highways will develop a **weighted** evaluation/rating sheet that consists of five (5) job related categories which will be used to evaluate the performance of each candidate. A rating scale 1-10 with 1 being the lowest and 10 being the highest will be utilized. Selections for promotions and lateral changes from among those bidding shall be based on the following factors:

1. Knowledge, Proficiency, Skills, and Abilities including:

- **Job Proficiency/Skill levels** (including job performance) for the available job as evaluated by the Highway Department **Supervisors and Superintendent based on observations (on the job) and information provided on the application including: verified paid work experience (outside SLC), paid work experience (at SLC), and verified education (certificates, college degrees, apprenticeships, etc.);**
- **Time and Attendance – tardiness and sick usage will be reviewed (not including FMLA related absences);**
- **Job Safety – accidents, disregard to safety procedures or personal protective gear, etc. will be considered;**
- **Ability to work with others/attitude – based on observation and perceptions;**
- **Ability to take written/verbal direction – based on observation and perceptions.**

All supervisors within the work groups associated with the vacancy in the highway department shall complete an evaluation/rating sheet for each promotional candidate. This rating shall constitute 35% of the candidate's total ranking. In the event that a supervisor is unable to evaluate a specific candidate, the remaining evaluations for that candidate shall be averaged for each category and this rating shall constitute 35% of the candidate's total ranking.

The Superintendent of Highways shall complete an evaluation/rating sheet for each promotional candidate. This rating shall constitute 53% of the candidate's total ranking.

2. The remaining 12% of the candidate's total score shall be based on Seniority within the County Highway Department.

All regular employees of the Highway Department are eligible to bid on available positions. Applications for available positions must be considered, and action taken on the bids, in the following priority order:

1. Highway Department employees with more than six months of service in the Highway Department.
2. Highway Department employees with less than six months of service in the Highway Department.
3. Applicants from outside the Highway Department.

The availability of a position shall be posted in the Highway Department Shop and Main Office at 44 Park Street, Canton. All seasonal layoffs will be notified by mail of the available position. Persons must bid on the available positions within five (5) working days of the posting. The bids are to be submitted on the attached form to the St. Lawrence County Highway Superintendent.

The available job must be filled within fifteen (15) working days after final day of posting. **Upon request, all persons who bid on the job will be notified in writing with a reason for their selection or non-selection, will be provided feedback on "Opportunities for Improvement", and will be given an in-person meeting with the Superintendent of Highways.**

Complaints arising from the job bidding and selection procedures can be reviewed by the Labor Management Committee. These complaints will be brought to the Labor Management Committee by the Union's representatives on that Committee.

HIGHWAY DEPARTMENT VEHICLE AUTHORIZATION

This section constitutes an agreement regarding the issue of assigned vehicles for certain Highway Department employees raised by the County in the 1982 negotiations.

The parties agree that the job titles of Highway Maintenance Supervisor and Highway Maintenance/Paving Supervisor (with incumbent employees: E.Colton, K.Burke, and M.Miller) shall continue to be assigned vehicles as a condition of employment and are excluded from Section 2 below. Additionally, the parties agree that:

1. Employees assigned vehicles waive the call out payment and all selected employee's lunch allowance shall cease as in the current practice.
2. No other employees now or in the future shall be assigned vehicles as a matter of right, such assignments to be made at the Board's discretion. Any assigned vehicles in the future may be terminated at any time by the Board of Legislators.
3. As the current incumbents terminate employment or otherwise vacate their current titles, their replacements will not acquire the right to a vehicle. Such assignment will be at the discretion of the Board.
4. Vehicles shall be used only for County purposes in direct relation to the job.

HIGHWAY SNOW PLOW SCHEDULE: Effective December 28, 2019

Any employee on "C" shift requesting time off must coordinate with the shift supervisor and the employee volunteering to cover the shift. To ensure coverage and remain at 40 hours per week, both employees must swap shifts for the payroll week (Saturday – Friday) in which the requested time off occurs.

The shift supervisor and both employees must be agreeable to any change in schedule and associated duties and responsibilities. Operators must be able to safely and proficiently perform the job duties of the position and must report to the applicable job site for that week.

Effective the first full pay period following one (1) week notice the Highway Department will implement a "snow removal schedule" consisting of four (4) work groups. Two teams will be assigned to four (4) ten (10) hour days per work week and 2 teams assigned to five (5) eight (8) hour days per work week.

Employees assigned to one of the 4-10 schedules shall be scheduled for four (4) consecutive days on and three (3) consecutive days off at least one of which shall be a weekend day.

Employee assigned to one of the 5-8 hour schedules shall be scheduled for five (5) consecutive days on and two (2) consecutive days off.

Furthermore, nothing in the foregoing shall preclude the Superintendent of Highways from extending the four (4) day, ten (10) hour work season when weather conditions permit or functions critical to good operations of the County exist.

During the weeks in which holidays that are not banked for the plow shift occur, the workweek will return to the normal 5-day, eight (8) hour workweek. For field staff the hours of work will fall within the hours of 6:30 AM to 2:30 PM.

Bidding for these shifts will be based on seniority as defined in the collective bargaining agreement.

Overtime opportunities shall be distributed per the collective bargaining agreement Article V Section 4.

The establishment of the "snow removal schedules" will be implemented by the Department Head. Therefore, it is agreed that the factors referenced above will be given first consideration in establishing schedules, where conflicts are identified the demands of the department will prevail.

The Department Head will determine the staffing levels and needs for each shift and function area, including support functions such as maintenance and dispatch.

Changes to the Highway employee schedules as described herein shall be discussed and resolved in Labor-Management.

ADDENDUM B

Liability Claims - County Employees

The following represents the County's statement regarding general liability coverage of County employees.

Effective January 1, 1983, the County shall provide for the defense of the employee in any civil action or proceeding in any State or Federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties, or which is brought to enforce a provision of Section nineteen hundred eighty-one (1981) or nineteen hundred eight-three (1983) of Title forty-two (42) of the United States Code. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County of St. Lawrence.

Subject to the conditions set forth in the above paragraph, the employee shall be entitled to be represented by the County Attorney provided, however, that the employee shall be entitled to representation by private counsel of his/her choice in any civil judicial proceeding whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competence jurisdiction upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by private counsel of his/her choice. The County Attorney shall notify the employee in writing of such determination that the employee is entitled to be represented by private counsel of his/her choice. The County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by private counsel under the provisions of this section, the County Attorney shall so certify to the County Board. Reasonable attorney's fees and litigation expenses shall be paid by the County to such private counsel from time to time during the pendency of the civil action or proceeding subject to certification by the County Attorney, and upon the audit and warrant of the County Treasurer. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorney's fees shall be resolved by the court upon motion or by way of a special proceeding.

The County shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose occurred while the employee was acting within the scope of his/her public employment or duties; the duty to indemnify and save harmless prescribed by this subdivision shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

APPENDIX A

2025 SALARY MATRIX

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
13	36,155	36,714	37,281	37,842	38,404	39,027	39,654	40,278	40,905	41,601	42,297	43,143	44,006	44,886	45,783	46,699
14	37,281	37,842	38,404	39,027	39,654	40,278	40,905	41,601	42,297	43,032	43,763	44,638	45,531	46,441	47,370	48,318
15	38,404	39,027	39,654	40,278	40,905	41,601	42,297	43,032	43,763	44,548	45,341	46,248	47,173	48,116	49,078	50,060
16	39,654	40,278	40,905	41,601	42,297	43,032	43,763	44,548	45,341	46,205	47,077	48,019	48,979	49,958	50,958	51,977
17	40,905	41,601	42,297	43,032	43,763	44,548	45,341	46,205	47,077	47,937	48,793	49,769	50,764	51,780	52,815	53,871
18	42,297	43,032	43,763	44,548	45,341	46,205	47,077	47,937	48,793	49,602	50,647	51,659	52,693	53,747	54,822	55,918
19	43,763	44,548	45,341	46,205	47,077	47,937	48,793	49,602	50,647	51,643	52,635	53,688	54,762	55,857	56,974	58,114
20	45,341	46,205	47,077	47,937	48,793	49,602	50,647	51,643	52,635	53,633	54,634	55,726	56,841	57,977	59,137	60,320
21	47,077	47,937	48,793	49,602	50,647	51,643	52,635	53,633	54,634	55,685	56,740	57,875	59,032	60,213	61,417	62,646
22	48,793	49,602	50,647	51,643	52,635	53,633	54,634	55,685	56,740	57,863	58,992	60,172	61,376	62,603	63,855	65,132
23	50,647	51,643	52,635	53,633	54,634	55,685	56,740	57,863	58,992	60,183	61,370	62,597	63,849	65,126	66,429	67,758
24	52,635	53,633	54,634	55,685	56,740	57,863	58,992	60,183	61,370	62,638	63,907	65,186	66,490	67,819	69,176	70,559
25	54,634	55,685	56,740	57,863	58,992	60,183	61,370	62,638	63,907	65,222	66,542	67,873	69,230	70,615	72,028	73,468
26	56,740	57,863	58,992	60,183	61,370	62,638	63,907	65,222	66,542	67,934	69,322	70,709	72,123	73,565	75,037	76,538
27	58,992	60,183	61,370	62,638	63,907	65,222	66,542	67,934	69,322	70,783	72,248	73,693	75,166	76,670	78,203	79,767
28	61,370	62,638	63,907	65,222	66,542	67,934	69,322	70,783	72,248	73,766	75,286	76,792	78,328	79,894	81,492	83,122
29	63,907	65,222	66,542	67,934	69,322	70,783	72,248	73,766	75,286	76,879	78,475	80,044	81,645	83,278	84,943	86,642
30	66,542	67,934	69,322	70,783	72,248	73,766	75,286	76,879	78,475	80,134	81,791	83,426	85,095	86,797	88,533	90,303
31	69,322	70,783	72,248	73,766	75,286	76,879	78,475	80,134	81,791	83,509	85,225	86,929	88,668	90,441	92,250	94,095
32	72,248	73,766	75,286	76,879	78,475	80,134	81,791	83,509	85,225	87,081	88,939	90,718	92,532	94,383	96,270	98,196
33	75,286	76,879	78,475	80,134	81,791	83,509	85,225	87,081	88,939	90,858	92,776	94,631	96,524	98,454	100,424	102,432
34	78,475	80,134	81,791	83,509	85,225	87,081	88,939	90,858	92,776	94,760	96,749	98,684	100,658	102,671	104,725	106,819
35	81,791	83,509	85,225	87,081	88,939	90,858	92,776	94,760	96,749	98,869	100,997	103,017	105,077	107,179	109,323	111,509
36	85,225	87,081	88,939	90,858	92,776	94,760	96,749	98,869	100,997	103,215	105,433	107,542	109,693	111,887	114,124	116,407
37	88,939	90,858	92,776	94,760	96,749	98,869	100,997	103,215	105,433	107,866	110,302	112,509	114,759	117,054	119,395	121,783
38	92,776	94,760	96,749	98,869	100,997	103,215	105,433	107,866	110,302	112,851	115,401	117,709	120,063	122,464	124,913	127,412
39	96,749	98,869	100,997	103,215	105,433	107,866	110,302	112,851	115,401	118,074	120,743	123,158	125,621	128,134	130,696	133,310
40	100,997	103,215	105,433	107,866	110,302	112,851	115,401	118,074	120,743	123,541	126,339	128,865	131,443	134,072	136,753	139,488

*Actual salaries paid annually may vary slightly depending on the payroll system calculation due to rounding

2026 SALARY MATRIX

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
13	37,239	37,816	38,399	38,977	39,556	40,197	40,844	41,487	42,132	42,849	43,566	44,437	45,326	46,232	47,157	48,100
14	38,399	38,977	39,556	40,197	40,844	41,487	42,132	42,849	43,566	44,324	45,076	45,977	46,896	47,835	48,791	49,767
15	39,556	40,197	40,844	41,487	42,132	42,849	43,566	44,324	45,076	45,884	46,701	47,635	48,588	49,560	50,551	51,562
16	40,844	41,487	42,132	42,849	43,566	44,324	45,076	45,884	46,701	47,591	48,489	49,459	50,448	51,457	52,486	53,536
17	42,132	42,849	43,566	44,324	45,076	45,884	46,701	47,591	48,489	49,375	50,257	51,262	52,287	53,333	54,400	55,488
18	43,566	44,324	45,076	45,884	46,701	47,591	48,489	49,375	50,257	51,090	52,166	53,209	54,274	55,359	56,466	57,595
19	45,076	45,884	46,701	47,591	48,489	49,375	50,257	51,090	52,166	53,193	54,214	55,299	56,405	57,533	58,683	59,857
20	46,701	47,591	48,489	49,375	50,257	51,090	52,166	53,193	54,214	55,242	56,273	57,398	58,546	59,717	60,911	62,129
21	48,489	49,375	50,257	51,090	52,166	53,193	54,214	55,242	56,273	57,355	58,442	59,612	60,804	62,019	63,260	64,525
22	50,257	51,090	52,166	53,193	54,214	55,242	56,273	57,355	58,442	59,599	60,762	61,977	63,217	64,481	65,771	67,086
23	52,166	53,193	54,214	55,242	56,273	57,355	58,442	59,599	60,762	61,988	63,211	64,475	65,765	67,080	68,422	69,790
24	54,214	55,242	56,273	57,355	58,442	59,599	60,762	61,988	63,211	64,517	65,825	67,141	68,484	69,854	71,251	72,676
25	56,273	57,355	58,442	59,599	60,762	61,988	63,211	64,517	65,825	67,179	68,538	69,909	71,307	72,734	74,188	75,672
26	58,442	59,599	60,762	61,988	63,211	64,517	65,825	67,179	68,538	69,973	71,402	72,830	74,286	75,772	77,288	78,834
27	60,762	61,988	63,211	64,517	65,825	67,179	68,538	69,973	71,402	72,907	74,415	75,903	77,421	78,970	80,549	82,160
28	63,211	64,517	65,825	67,179	68,538	69,973	71,402	72,907	74,415	75,979	77,545	79,096	80,677	82,291	83,937	85,616
29	65,825	67,179	68,538	69,973	71,402	72,907	74,415	75,979	77,545	79,185	80,829	82,445	84,094	85,776	87,492	89,242
30	68,538	69,973	71,402	72,907	74,415	75,979	77,545	79,185	80,829	82,538	84,244	85,929	87,648	89,401	91,189	93,013
31	71,402	72,907	74,415	75,979	77,545	79,185	80,829	82,538	84,244	86,014	87,781	89,537	91,328	93,155	95,018	96,918
32	74,415	75,979	77,545	79,185	80,829	82,538	84,244	86,014	87,781	89,694	91,607	93,439	95,308	97,214	99,159	101,142
33	77,545	79,185	80,829	82,538	84,244	86,014	87,781	89,694	91,607	93,584	95,559	97,470	99,420	101,408	103,436	105,505
34	80,829	82,538	84,244	86,014	87,781	89,694	91,607	93,584	95,559	97,603	99,652	101,645	103,678	105,751	107,866	110,024
35	84,244	86,014	87,781	89,694	91,607	93,584	95,559	97,603	99,652	101,836	104,027	106,108	108,230	110,394	112,602	114,854
36	87,781	89,694	91,607	93,584	95,559	97,603	99,652	101,836	104,027	106,312	108,596	110,768	112,984	115,243	117,548	119,899
37	91,607	93,584	95,559	97,603	99,652	101,836	104,027	106,312	108,596	111,102	113,611	115,884	118,201	120,566	122,977	125,436
38	95,559	97,603	99,652	101,836	104,027	106,312	108,596	111,102	113,611	116,236	118,863	121,240	123,665	126,138	128,661	131,234
39	99,652	101,836	104,027	106,312	108,596	111,102	113,611	116,236	118,863	121,616	124,366	126,853	129,390	131,978	134,617	137,310
40	104,027	106,312	108,596	111,102	113,611	116,236	118,863	121,616	124,366	127,247	130,129	132,732	135,386	138,094	140,856	143,673

*Actual salaries paid per annum may vary slightly depending on the payroll system calculation due to rounding

2027 SALARY MATRIX

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
13	38,356	38,950	39,551	40,146	40,742	41,403	42,069	42,731	43,396	44,135	44,873	45,770	46,686	47,619	48,572	49,543
14	39,551	40,146	40,742	41,403	42,069	42,731	43,396	44,135	44,873	45,653	46,428	47,357	48,303	49,269	50,255	51,260
15	40,742	41,403	42,069	42,731	43,396	44,135	44,873	45,653	46,428	47,261	48,102	49,064	50,046	51,046	52,067	53,109
16	42,069	42,731	43,396	44,135	44,873	45,653	46,428	47,261	48,102	49,019	49,944	50,943	51,962	53,001	54,061	55,142
17	43,396	44,135	44,873	45,653	46,428	47,261	48,102	49,019	49,944	50,857	51,765	52,800	53,856	54,933	56,032	57,152
18	44,873	45,653	46,428	47,261	48,102	49,019	49,944	50,857	51,765	52,623	53,731	54,805	55,902	57,020	58,160	59,323
19	46,428	47,261	48,102	49,019	49,944	50,857	51,765	52,623	53,731	54,789	55,840	56,958	58,097	59,259	60,444	61,653
20	48,102	49,019	49,944	50,857	51,765	52,623	53,731	54,789	55,840	56,900	57,961	59,120	60,302	61,508	62,739	63,993
21	49,944	50,857	51,765	52,623	53,731	54,789	55,840	56,900	57,961	59,076	60,196	61,400	62,628	63,880	65,158	66,461
22	51,765	52,623	53,731	54,789	55,840	56,900	57,961	59,076	60,196	61,387	62,585	63,837	65,113	66,416	67,744	69,098
23	53,731	54,789	55,840	56,900	57,961	59,076	60,196	61,387	62,585	63,848	65,107	66,410	67,738	69,092	70,474	71,884
24	55,840	56,900	57,961	59,076	60,196	61,387	62,585	63,848	65,107	66,453	67,799	69,156	70,539	71,949	73,388	74,856
25	57,961	59,076	60,196	61,387	62,585	63,848	65,107	66,453	67,799	69,194	70,594	72,006	73,447	74,916	76,414	77,942
26	60,196	61,387	62,585	63,848	65,107	66,453	67,799	69,194	70,594	72,072	73,544	75,015	76,515	78,046	79,606	81,199
27	62,585	63,848	65,107	66,453	67,799	69,194	70,594	72,072	73,544	75,094	76,647	78,180	79,744	81,339	82,966	84,625
28	65,107	66,453	67,799	69,194	70,594	72,072	73,544	75,094	76,647	78,258	79,871	81,468	83,098	84,760	86,455	88,184
29	67,799	69,194	70,594	72,072	73,544	75,094	76,647	78,258	79,871	81,561	83,254	84,919	86,617	88,349	90,117	91,919
30	70,594	72,072	73,544	75,094	76,647	78,258	79,871	81,561	83,254	85,014	86,772	88,507	90,277	92,083	93,924	95,803
31	73,544	75,094	76,647	78,258	79,871	81,561	83,254	85,014	86,772	88,595	90,415	92,223	94,068	95,949	97,868	99,825
32	76,647	78,258	79,871	81,561	83,254	85,014	86,772	88,595	90,415	92,385	94,355	96,242	98,167	100,131	102,133	104,176
33	79,871	81,561	83,254	85,014	86,772	88,595	90,415	92,385	94,355	96,391	98,426	100,395	102,402	104,450	106,539	108,670
34	83,254	85,014	86,772	88,595	90,415	92,385	94,355	96,391	98,426	100,531	102,641	104,694	106,788	108,924	111,102	113,324
35	86,772	88,595	90,415	92,385	94,355	96,391	98,426	100,531	102,641	104,891	107,148	109,291	111,477	113,706	115,981	118,300
36	90,415	92,385	94,355	96,391	98,426	100,531	102,641	104,891	107,148	109,501	111,854	114,091	116,373	118,701	121,075	123,496
37	94,355	96,391	98,426	100,531	102,641	104,891	107,148	109,501	111,854	114,435	117,020	119,360	121,747	124,183	126,666	129,199
38	98,426	100,531	102,641	104,891	107,148	109,501	111,854	114,435	117,020	119,724	122,429	124,877	127,375	129,922	132,521	135,171
39	102,641	104,891	107,148	109,501	111,854	114,435	117,020	119,724	122,429	125,264	128,097	130,658	133,272	135,937	138,656	141,429
40	107,148	109,501	111,854	114,435	117,020	119,724	122,429	125,264	128,097	131,065	134,033	136,713	139,448	142,237	145,081	147,983

*Actual salaries paid per annum may vary slightly depending on the payroll system calculation due to rounding

2028 SALARY MATRIX

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
13	39,507	40,119	40,738	41,351	41,965	42,645	43,332	44,013	44,698	45,459	46,219	47,143	48,086	49,048	50,029	51,029
14	40,738	41,351	41,965	42,645	43,332	44,013	44,698	45,459	46,219	47,023	47,821	48,777	49,753	50,748	51,763	52,798
15	41,965	42,645	43,332	44,013	44,698	45,459	46,219	47,023	47,821	48,679	49,545	50,536	51,547	52,578	53,629	54,702
16	43,332	44,013	44,698	45,459	46,219	47,023	47,821	48,679	49,545	50,489	51,442	52,471	53,520	54,591	55,683	56,796
17	44,698	45,459	46,219	47,023	47,821	48,679	49,545	50,489	51,442	52,382	53,318	54,384	55,472	56,581	57,712	58,867
18	46,219	47,023	47,821	48,679	49,545	50,489	51,442	52,382	53,318	54,202	55,343	56,450	57,579	58,730	59,905	61,103
19	47,821	48,679	49,545	50,489	51,442	52,382	53,318	54,202	55,343	56,432	57,516	58,666	59,840	61,037	62,257	63,503
20	49,545	50,489	51,442	52,382	53,318	54,202	55,343	56,432	57,516	58,607	59,700	60,894	62,111	63,353	64,621	65,913
21	51,442	52,382	53,318	54,202	55,343	56,432	57,516	58,607	59,700	60,848	62,001	63,242	64,507	65,796	67,112	68,455
22	53,318	54,202	55,343	56,432	57,516	58,607	59,700	60,848	62,001	63,229	64,462	65,752	67,067	68,408	69,776	71,171
23	55,343	56,432	57,516	58,607	59,700	60,848	62,001	63,229	64,462	65,763	67,061	68,402	69,770	71,165	72,589	74,040
24	57,516	58,607	59,700	60,848	62,001	63,229	64,462	65,763	67,061	68,447	69,833	71,230	72,655	74,108	75,590	77,102
25	59,700	60,848	62,001	63,229	64,462	65,763	67,061	68,447	69,833	71,270	72,712	74,167	75,650	77,163	78,706	80,280
26	62,001	63,229	64,462	65,763	67,061	68,447	69,833	71,270	72,712	74,234	75,750	77,265	78,810	80,387	81,994	83,634
27	64,462	65,763	67,061	68,447	69,833	71,270	72,712	74,234	75,750	77,347	78,947	80,526	82,136	83,779	85,455	87,164
28	67,061	68,447	69,833	71,270	72,712	74,234	75,750	77,347	78,947	80,606	82,267	83,913	85,591	87,303	89,049	90,829
29	69,833	71,270	72,712	74,234	75,750	77,347	78,947	80,606	82,267	84,007	85,751	87,466	89,216	91,000	92,820	94,676
30	72,712	74,234	75,750	77,347	78,947	80,606	82,267	84,007	85,751	87,564	89,375	91,162	92,986	94,845	96,742	98,677
31	75,750	77,347	78,947	80,606	82,267	84,007	85,751	87,564	89,375	91,253	93,127	94,990	96,890	98,828	100,804	102,820
32	78,947	80,606	82,267	84,007	85,751	87,564	89,375	91,253	93,127	95,156	97,186	99,130	101,112	103,134	105,197	107,301
33	82,267	84,007	85,751	87,564	89,375	91,253	93,127	95,156	97,186	99,283	101,379	103,406	105,474	107,584	109,735	111,930
34	85,751	87,564	89,375	91,253	93,127	95,156	97,186	99,283	101,379	103,547	105,720	107,835	109,992	112,192	114,435	116,724
35	89,375	91,253	93,127	95,156	97,186	99,283	101,379	103,547	105,720	108,037	110,362	112,570	114,821	117,118	119,460	121,849
36	93,127	95,156	97,186	99,283	101,379	103,547	105,720	108,037	110,362	112,786	115,210	117,514	119,864	122,262	124,707	127,201
37	97,186	99,283	101,379	103,547	105,720	108,037	110,362	112,786	115,210	117,868	120,531	122,941	125,400	127,908	130,466	133,075
38	101,379	103,547	105,720	108,037	110,362	112,786	115,210	117,868	120,531	123,315	126,102	128,624	131,196	133,820	136,496	139,226
39	105,720	108,037	110,362	112,786	115,210	117,868	120,531	123,315	126,102	129,022	131,939	134,578	137,270	140,015	142,815	145,672
40	110,362	112,786	115,210	117,868	120,531	123,315	126,102	129,022	131,939	134,997	138,054	140,815	143,631	146,504	149,434	152,422

*Actual salaries paid per annum may vary slightly depending on the payroll system calculation due to rounding

ST. LAWRENCE COUNTY TITLE FILE

Current titles and grades are available in the St. Lawrence County Human Resources in the Title Master File.

Account Clerk	17
Account Clerk-Typist	18
Accounting Supervisor	31
Administrative Aide to the Clerk of the Board	FR
Administrative Assistant	24
Administrative Coordinator to the Public Defender	27
Administrative Services Manager	31
Administrator, Indigent Defendants	FR
Advocate Worker for the Elderly	14
Alcohol Abuse Counselor	25
Alcohol & Substance Abuse Clinic Supervisor	33
Assistant Accounting Supervisor	29
Assistant Civil Engineer	26
Assistant Conflict Defender	FR
Assistant County Administrator	FR
Assistant County Attorney	FR
Assistant Director of Patient Services	FR
Assistant District Attorney	FR
Assistant Fiscal Manager	28
Assistant Highway Administration Manager	FR
Assistant Jail Administrator	FR
Assistant Public Defender	FR
Assistant Purchasing Agent	24
Associate Psychologist	FR
Blaster	add two grades to grade of current title
Boat Patrol Operator	FR
Bridge Construction Crewleader	26
Bridge Construction Mechanic	19
Bridge Construction Supervisor	29
Building Electrical Maintenance Worker	23
Building Maintenance Worker	23
Building Mechanical Maintenance Worker	23
Buildings and Grounds Crewleader	25
Buildings and Grounds Supervisor	30
Business Services Coordinator	31
Business Services Representative	25
Carpenter	25
Case Manager	26
Case Supervisor, Grade A	31
Case Supervisor, Grade A/CPS	32
Case Supervisor, Grade B	29
Case Supervisor, Grade B/CPS	30
Caseworker	25
Caseworker Assistant	21
Caseworker/CPS	26
Central Services Program Coordinator	24
Chair of the Board	FR

Chemical Dependency Case Aide	21
Chemical Dependency Counselor	25
Chemical Dependency Social Worker	31
Chief Assistant District Attorney	FR
Chief Assistant Public Defender	FR
Chief Civil Enforcement Officer	FR
Chief Confidential Investigator	34
Chief Exam Monitor	FR
Chief Payroll Clerk	FR
Civil Engineer	32
Clerk	14
Clerk of the Board of Legislators and appointed Deputies	FR
Clerk of the Works II	FR
Collection Specialist	23
Commissioner of Elections	FR
Commissioner of Social Services	FR
Communicable Disease Specialist	30
Communications Specialist	27
Community Health Educator	29
Community Health Nurse	29
Community Service Worker	18
Computer Operator	20
Computer Programmer/Analyst	24
Computer Technician	24
Conflict Defender	FR
Conservation Corps Coordinator YCC	FR
Conservation Corps Crew Supervisor	FR
Coordinated Children's Services Initiative Family Facilitator	26
Coordinator of Child Support Enforcement	31
Coordinator of Children's Expanded Services	FR
Coordinator of Children's Services Initiative	30
Coordinator of Community Health Services	29
Coordinator of Indigent Defense Program	25
Coordinator of Mental Health and Chemical Dependency Services	FR
Coordinator of Quality Assurance and Improvement	28
Coordinator of Real Property Tax Services III	FR
Coordinator of Social Services Information Systems	31
Coordinator of Special Health Programs	27
Coroner	FR
County Accountant	FR
County Administrator	FR
County Attorney and his/her Assistants	FR
County Auditor	FR
County Clerk	FR
County Forester	FR
County Historian	FR
County Superintendent of Highways & his/her appointed Deputy	FR
County Treasurer	FR
Court Reporter	20
Crane Operator	25
Custodial Supervisor	20

Custodial Worker	16
Data Collector	20
Data Entry Machine Operator	17
Data Management Technician	20
Data Processing Control Clerk	21
Delivery Clerk	14
Dental Assistant	14
Dental Hygienist	29
Deputy Auditor	FR
Deputy Budget Officer	FR
Deputy Clerk to the Board of Legislators	FR
Deputy Commissioner of Elections	24
Deputy Commissioner of Social Services	FR
Deputy County Attorney	FR
Deputy County Clerk	FR
Deputy County Treasurer, Accounting Supervisor	FR
Deputy County Treasurer, Tax Supervisor	FR
Deputy Director of Central Services	FR
Deputy Director of Community Services	FR
Deputy Director of Economic Development	FR
Deputy Director of Office for the Aging	FR
Deputy Director of Planning	FR
Deputy Director Public Health	FR
Deputy Director of Real Property Tax Services III	FR
Deputy Director/EMS Coordinator	FR
Deputy Director of Solid Waste	FR
Deputy Highway Superintendent	FR
Deputy Superintendent of Administration	FR
Developmental Screener	23
Director of Central Services	FR
Director of Chemical Dependency Services	FR
Director of Community Services	FR
Director of Data Processing	FR
Director of Economic Development	FR
Director of Emergency Services	FR
Director of Federal & State Aid Program	FR
Director of Finance & Budget	FR
Director of Governmental Services	FR
Director of Human Resources	FR
Director of Information Technology	FR
Director of Office for the Aging	FR
Director of Patient Services	FR
Director of Physically Handicapped Children's Program	FR
Director of Planning	FR
Director of Preventive Services	FR
Director of Public Health	FR
Director of Real Property Tax Service III	FR
Director of Solid Waste	FR
Director of Transportation	FR
Director of Veterans Service Agency	FR
Director of Weights and Measures II	FR

Disabled Client Assistance Program Agent	26
Dispatcher - Emergency Services	19
District Attorney and his/her Assistants	FR
Impaired Driver Program Instructor	FR
Impaired Driver Program Instructor (Part-Time)	FR
DRTC Teacher	26
Economic Developer	31
Election Aide	FR
Election Clerk	FR
Election Coordinator	22
Electrician	25
Emergency Medical Services Coordinator	FR
Emergency Services Director	FR
Employment & Training Counselor	25
Employment & Training Program Coordinator	27
Employment Coordinator	22
Energy Assistance Technician	22
Engineering Aide III	29
Exam Monitor	FR
Executive Secretary, Environmental Mgmt Council	FR
Facilities Management Specialist	24
Facilities Manager	FR
Family Services Specialist	27
Field Operations Coordinator	FR
Financial Investigator	24
Fire-Rescue/Emergency Services Director	FR
First Deputy County Clerk	FR
Fiscal Manager	FR
Fiscal Manager/Chief Financial Officer	33
Fiscal Officer	23
General Counsel to the Department of Social Services	FR
Groundskeeper	17
Grants Manager	26
Head Building Maintenance Worker	26
Head Social Welfare Examiner	31
Heavy Equipment Operator	24
Heavy Equipment Operator/Blaster	26
Heavy Equipment Operator/Instructor	26
Heavy Equipment Operator/Labor Crewleader	26
Heavy Equipment Operator/Winter Highway Supervisor	26
Highway Administration Manager	FR
Highway Maintenance Supervisor	27
Highway Maintenance/Paving Supervisor	27
Highway Maintenance/Surface Treating Supervisor	27
Home Health Aide	16
Homemaker	18
Houseparent	20
Human Resource Assistant	FR
Human Resource Aide	20
Human Resource Technician	25
Human Services Program Aide	23

Index Clerk	18
Information/Financial System Manager	31
Information Services Manager	32
Insurance Administration Coordinator	25
Intake Counselor	22
Investigator	31
Keyboard Specialist	16
Labor Crewleader	20
Laborer	17
Legal Secretary	24
Legal Secretary (County Attorney)	FR
Legislator	FR
Licensed Practical Nurse	21
Licensed Social Worker	31
Maintenance Supervisor	24
Managed Care Plan Coordinator	27
Manpower Program Director	FR
Meals Program Manager	26
Medical Assistant	14
Medical Consultant	FR
Medical Director	FR
Medical Billing Clerk	20
Medical Services Supervisor	31
Mental Health Counselor	31
Mental Health Services Coordinator	31
Micro-Computer Operator	20
Microcomputer Systems Coordinator	28
Motor Equipment Maintenance Supervisor	28
Motor Equipment Mechanic	25
Motor Equipment Mechanic/Blaster	27
Motor Equipment Mechanic – Heavy Equipment Operator	25
Motor Equipment Mechanic Helper	21
Motor Equipment Operator	19
Motor Equipment Parts Storeskeeper	22
Motor Vehicle Clerk	19
Motor Vehicle Supervisor	29
Network Technician	25
Nurse Practitioner	FR
Nutrition Services Aide	13
Nutrition Services Assistant	14
Nutrition Services Coordinator	29
Nutritionist	31
Office for Aging Programs Coordinator	24
Office Manager	23
Offset Press Operator	19
One-Stop Manager	35
Paralegal	FR
Peer Advocate	21
Peer Support Specialist	21
Pesticide Applicator	add two grades to grade of current title
Physical Therapist	31

Planner I	24
Planner II	28
Planner III	31
Planning Technician	20
Principal Account Clerk	22
Principal Fiscal Officer	28
Principal Social Welfare Examiner	26
Print & Mail Clerk	19
Print & Mail Room Supervisor	24
Probation Assistant	24
Probation Director	FR
Probation Officer	26
Probation Supervisor	31
Program Director (Community Services)	FR
Program Director (Mental Health)	FR
Property Tax Law Enforcement Specialist	20
Property Tax Law Enforcement Supervisor	24
Psychiatric Social Worker	31
Psychiatrist	FR
Psychologist	FR
Public Defender	FR
Public Health Aide	21
Public Health Director	FR
Public Health Emergency Preparedness Coordinator	30
Public Health Nurse	30
Public Health Program Aide	21
Public Health Sanitarian	26
Public Health Specialist	27
Public Health Social Worker	31
Purchasing Agent	FR
Purchasing Clerk	19
Quality Assurance Coordinator/Agency Compliance Officer	31
Real Property Appraiser	29
Real Property Tax Service Aide	19
Real Property Valuation Coordinator	24
Recycling Coordinator/Compliance Officer (SWDA)	FR
Registered Physician's Assistant	FR
Registered Professional Nurse	27
Registered Professional Nurse - Department of Social Services	27
Registered Professional Nurse/Quality Assurance Coordinator	29
Relief Houseparent	20
Remedial Education Instructor	26
Resource Agent	22
Risk Manager	FR
Safety Officer	24
Second Deputy County Clerk	FR
School Mental Health Counselor	31
Secretary I	21
Secretary to the Board of Legislators	FR
Secretary to the Commissioner of Social Services	FR
Secretary to the County Attorney	FR

Secretary to the District Attorney	24
Secretary to the Public Defender	FR
Secretary to the Sheriff	FR
Senior Account Clerk	20
Senior Account Clerk/Typist	21
Senior Advocate Worker for the Elderly	22
Senior Caseworker	27
Senior Caseworker/CPS	28
Senior Civil Engineer	FR
Senior Chemical Dependency Case Aide	23
Senior Chemical Dependency Counselor	29
Senior Clerk	18
Senior Computer Programmer/Analyst	30
Senior Data Entry Machine Operator	20
Senior Drinking Driver Program Instructor	FR
Senior Emergency Services Dispatcher	24
Senior Employment & Training Counselor	27
Senior Employment & Training Program Coordinator	29
Senior Fiscal Officer	26
Senior Mental Health Counselor	33
Senior Motor Equipment Mechanic	27
Senior Motor Vehicle Clerk	25
Senior Nutrition Assistant	15
Senior Probation Officer	29
Senior Program Coordinator	30
Senior Real Property Tax Service Aide	24
Senior Services Coordinator	29
Senior Site Crewleader	FR
Senior Social Services Attorney	FR
Senior Social Welfare Investigator/Examiner	25
Senior Social Welfare Examiner	24
Senior Social Welfare Examiner (Training)	24
Senior Support Investigator	25
Senior Tax Map Technician	27
Senior Title Searcher	23
Senior Typist	19
Services Coordinator	27
Sheriff	FR
Sign Fabricator	21
Sign Maintenance Crewleader	25
Sign Maintenance Supervisor	29
Sign Maintenance Worker	19
Social Services Attorney	FR
Social Welfare Examiner	22
Social Welfare Examiner/Trainee	19
Social Welfare Investigator/Examiner	23
Social Work Assistant	24
Solid Waste Engineer	FR
Solid Waste Operation Manager	FR
Special Events Officer (Part-time)	FR
Special Investigator	29

Special Programs Coordinator	27
Speech Pathologist	FR
Staff Development Coordinator	27
Stenographer	17
Stenographic Secretary	21
Stock and Mail Room Clerk	15
Substance Abuse Counselor	25
Summer Program Lead Tutor	FR
Summer Youth Counselor Assistant	FR
Summer Program Manager	FR
Summer Program Tutor	FR
Superintendent of Buildings and Grounds	FR
Supervising Community Health Nurse	31
Supervising Computer Programmer/Analyst	32
Supervising Emergency Services Dispatcher	24
Supervising Psychiatric Social Worker	35
Supervising Psychologist	FR
Supervising Public Health Nurse	32
Supervising Social Worker	35
Supervisor of Dispatcher Operations	FR
Supervisor of Expanded Children's Services	35
Support Collector	19
Support Investigator	23
Tax Collection Technician	24
Tax Map Technician	21
Tax Map Technician/CAD Specialist	26
Telephone Operator/Receptionist	14
Terminal Operator/Control Clerk	20
Title Searcher	21
Tobacco Control Coordinator	29
Traffic Safety Information Specialist	25
Transportation Coordinator	30
Undersheriff	FR
Vice Chair of the Board	FR
Victim Services Coordinator	26
Volunteer Services Assistant	18
Voting Machine Custodian	FR
Voting System Coordinator	22
Voting System Support Technician	17
Voting Systems Supervisor	26
Weights & Measures Inspector	24
Welder	25
Welfare Fraud Investigator	FR
Workers Compensation Aide	22
Workers Compensation Coordinator	24
Youth Bureau Director	FR
Youth Development Program Coordinator	22

APPENDIX B - GRIEVANCE PROCEDURE

1. Declaration of Policy

The purpose of this Grievance Procedure is to provide an orderly process whereby employees 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 accomplishments of these objectives.

A grievance is a dispute or difference of opinion raised by an employee or a group of employees with respect to a single incident or type of occurrence covered by this agreement against the employee, involving the employee(s) as to the meaning, interpretation, or application of the express provisions of this agreement.

At the option of the Union, any grievance initiated and submitted by the Union, may be filed directly to the department head (or designated representative) at Step 2.

2. Stages

Step #1 - Within thirty (30) working days of the date on which the act or omission actually occurred or when the employee or Union became aware of the act or omission, a written grievance should be submitted by the employee or Union to the employee's immediate supervisor. The supervisor will be allowed up to five (5) working days in which to respond in writing.

Step #2 - Within five (5) working days of the receipt of the previous response, the employee or Union may file a written appeal of such decision to the department head (or designated representative). The department head will be allowed up to five (5) working days in which to respond in writing.

Step #3 - Within ten (10) working days of receipt of the Step #2 determination, the employee or Union may file a written appeal to the Chairman of the Board of Legislators or his/her designee. At this level, the employer will be allowed a period of up to ten (10) working days in which the employer must respond in writing or set a mutually acceptable date for an informal meeting with the grievant. If a meeting is held, a written response will be due five (5) working days from the date of the meeting with the grievant.

Step #4 - Final and Binding Arbitration - Within ten (10) working days of the receipt of the Step #3 determination, the Union shall have the right to file a written "notice of intent" to proceed to final and binding arbitration. Such notice need only be served upon the employer representative(s) who was (were) designated to hear the matter at the preceding step. The Union must proceed to arbitration or withdraw the grievance within 60 days after notifying the County of intent to arbitrate.

3. Time Limits

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 union shall then be entitled to appeal to the next step or directly to arbitration, as the case may be.

Any of the time limits may be waived for good reason by the written mutual consent of the parties.

4. Documentation

All grievances will be submitted on forms provided by the employer and signed by the Union and/or grievant(s).

5. Scope of Authority and Power of Arbitration

A. Should the grievance be advanced to Arbitration, the facilities, rules, and regulations of the Arbitration Program of the Public Employment Relations Board will be utilized.

B. The Arbitrator is empowered to receive, investigate, adjust, and adjudicate grievances submitted to him/her in accordance with this procedure. The jurisdiction to the Arbitrator is limited to grievances of the employees within the negotiating unit.

C. The Arbitrator may conduct a hearing, take testimony of the parties, and their witnesses, receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of the hearing not inconsistent with the provisions of this grievance procedure.

D. The Arbitrator shall neither add to, detract from, nor modify the language of this agreement in arriving at the determination of any issue that is presented for determination.

E. The Arbitrator shall expressly confine himself/herself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declaration of an opinion which are not directly essential in reaching the determination.

F. The Arbitrator shall not be bound by formal rules of evidence.

6. Arbitration Procedure

A. Within sixty (60) days after the conclusion of the hearing, the Arbitrator shall issue a written report containing a statement of findings of fact, conclusion, and determination.

B. The decision of the Arbitrator shall be binding on the Association, the employee, and the County.

C. The fees and expenses of the Arbitrator, and the cost of stenographic services, shall be shared equally by the parties of the arbitration.

APPENDIX C - EMPLOYEE DEFINITIONS

Regular Full-Time Employee: A regular full-time employee is an employee who is appointed and scheduled to work thirty-five (35) hours or more per week and where term of employment is expected to be six consecutive months or longer.

Regular Part-Time Employee: A regular part-time employee is any employee who is appointed and regularly scheduled to work less than thirty-five (35) hours per week, and whose term of employment is expected to be six months or longer.

Temporary Employee: A temporary employee is any employee whose term of employment is stated to be less than six months, but more than thirty days.

Casual Employee (Per Diem): A casual employee is an employee who is engaged to work by the day. If the term of casual employment exceeds thirty days of work in a calendar year, it will be considered temporary or regular part-time employment. Except that employees in the title Houseparent (relief) and Exam Monitors who work less than 45 days in calendar year will be considered casual employees. Casual employees will not receive benefits of any kind.

APPENDIX D - WEINGARTEN RIGHTS

An employee is entitled to union representation when all of the following conditions are met:

- **Employee must be questioned in connection with an investigation;**
- **Employee must reasonably believe he/she may be disciplined as a result of the answers;**
- **The employee must request representation.**

APPENDIX E - UNION CONTACT INFORMATION

CSEA Local 1000 ASFCME, AFL-CIO Contact Information:

Canton Satellite Office

7 Commerce Lane

Canton, NY 13617

315-386-8131

Cseany.org

APPENDIX F - POLICIES

POLICY: Code of Conduct	
DATE: 01/01/2025	SUBMITTED BY: Jonnie Dorothy, Personnel Officer
DEPARTMENT: HUMAN RESOURCES	REVIEWED BY: Ruth Doyle, County Administrator
REGULATION(S):	

Purpose:

This policy sets forth the minimal standards of acceptable conduct which will be known as the St. Lawrence County Official Code of Conduct and will apply to all employees of St. Lawrence County. Violations of this policy may include discipline.

Scope:

The Departments that comprise St. Lawrence County Government perform a vast array of functions and deliver a wide variety of services. The expectation is that these services are carried out in a manner that demonstrates integrity, objectivity, competence, confidentiality, and professionalism.

Statement:

Some employees perform routine tasks in an office environment, while others engage in unpredictable potentially life-threatening situations under the most demanding of circumstances. Breach of a particular standard in one context might be less serious, while in another it might compromise the ability of the employee to perform the functions assigned in a safe and effective manner and/or have the potential to cause the loss of life or property.

Accordingly, the County shall have primary responsibility and authority for managing the conduct of its employees. If the County deems it necessary to discipline an employee for violation of this Code of Conduct, the County may impose discipline, taking into account the unique mission of the County and the individual facts and circumstances.

Procedure:

Probationary and provisional employees may be dismissed at will.

Permanent employees may be disciplined only for cause, which shall include, but not be limited to, the following:

Some examples under the categories listed below, which are not exhaustive:

- (A) **Poor performance:** Employees shall strive to perform at the highest level of efficiency and effectiveness.
 - 1. Employees are expected to be prepared to begin work on time, be ready to work, and to observe established work hours.
- (B) **Negligence:** Employees shall exercise reasonable diligence in the performance of job duties.
- (C) **Inefficiency or inability to perform assigned duties:** Employees shall, at a minimum, be able to perform job duties in a competent and adequate manner.

- (D) **Insubordination:** Employees shall follow lawful orders and carry out the directives of persons with duly delegated authority. Employees and Management shall act constructively when resolving differences.
- (E) **Violation of law or organization rules:** Employees shall abide by the law and applicable rules and policies and procedures, including those of the employing agency and the rules and statutes of the State of New York and its agencies. Employees shall abide by both criminal law and civil laws (for example, laws prohibiting sexual harassment and employment discrimination).
- (F) **Conduct unbecoming a public employee:** Employees shall conduct themselves on the job as follows:
1. Employees shall be courteous, considerate, respectful, and prompt in dealing with and serving the public and co-workers.
 2. Employees shall maintain the highest standard of honesty, integrity, and impartiality as public servants. Employees shall place the interests of the public ahead of personal interests. Employees shall not use, or attempt to use, their official position for personal gain or confidential information for personal advantage.
 3. Employees shall use county property, equipment, and personnel only in a manner beneficial to the County.
- (G) **Habitual drug use:** The County shall not tolerate violations of state and local statutes and regulations regarding drug use in the workplace, to include the misuse of mood or mind-altering substances, including alcohol, over-the-counter, and prescription medications.

The County shall make known to all employees, both upon hire and annually, the contents of this policy, as well as potential consequences of violation as per county policy and applicable union contracts.

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End of Policy Document

POLICY: Dress Code	
DATE: 01/01/2025	SUBMITTED BY: Jonnie Dorothy, Personnel Officer
DEPARTMENT: HUMAN RESOURCES	REVIEWED BY: Ruth Doyle, County Administrator
REGULATION(S):	

Purpose:

This policy provides the general guidelines for appropriate dress and physical presentation for all St. Lawrence County staff.

Scope:

This policy applies to all employees, interns, students, and volunteers employed by/working under the auspices of St. Lawrence County hereinafter, for purposes of this policy, referred to as employees.

Statement:

Each employee of St. Lawrence County is a representative of the County and as such is expected to convey a professional appearance. Appearance is defined as, “the way that someone or something looks.” All employees shall be dressed professionally, which is defined as “in business or business casual clothing suitable for a professional business setting and the duties within the position held.” The clothing standards in this policy do not extend to employees whose job duties require uniforms, PESH safety clothing, as well as clothing deemed necessary for the safety standards of the position. Clothing shall be neat and clean at the start of the shift.

It is the responsibility of all employees to ensure that the public perception of St. Lawrence County is a positive one.

Articles of clothing that are not considered business/business casual and are not permitted:

- See-through clothing, defined as any garment, made of lace, mesh, or sheer material that allows the intimate parts or undergarments (bra or underwear) of the wearer to be seen.
- Shirts that expose the midriff, defined as the region of the body between the chest and waist.
- Sweatpants/Track Suits.
- Athletic clothing or gym attire, defined as clothing worn for physical exercise or sports, also known as active wear or sportswear, to include athletic slide shoes.
- Clothing with discriminatory or offensive messaging, clothing with alcohol or substance advertisement. If there is a dispute, it will be resolved by the County Administrator.
- Hats (exception – hats worn for protection against weather conditions for employees with duties requiring the employee to work outside, worn for safety reasons, or worn as part of a County established uniform).
- Stained/Soiled Clothing (exception – stained/soiled in the course of the workday)
- Flip Flops, defined as made of plastic or rubber that make a flapping sound when moving.

Required items and expectations:

- Identification badges, issued by St. Lawrence County, will be worn while on duty at all times for safety and security reasons. Each employee shall wear his/her assigned identification badge at or above waist height and facing outward. Acceptable to wear on a lanyard, clipped to a shirt or pants, and/or on a retractable badge holder.
- Professional attire is to be worn when representing St. Lawrence County in Court.
- Employees must inform their supervisor of a lost or stolen badge, as soon as possible.

Procedure:

The Department Head or his/her authorized designee is responsible for monitoring the dress code within their department. This includes, but is not limited to, counseling of employees whose appearance is in violation of this policy and recommending employees change into professional clothing. If an employee must leave work to change, they will be required to use vacation, compensatory time, or personal time for the time spent to remedy the issue(s).

Upon the third (3) occurrence within thirty (30) consecutive days, the employee will lose the equivalent of a half workday (the same number of hours equivalent to the normal shift of the employee) of vacation, compensatory time, or personal time. The type of time lost will be determined by the employee and given to the Department Head for adjustment.

###

End of Policy Document

POLICY: Time & Attendance	
DATE: 01/01/2025	SUBMITTED BY: Jonnie Dorothy, Personnel Officer
DEPARTMENT: HUMAN RESOURCES	REVIEWED BY: Ruth Doyle, County Administrator
REGULATION(S)	FLSA, NYLL Section 162

Purpose:

The purpose of this Time and Attendance Policy is to ensure that all employees are accurately recording their work hours and provided with expectations and guidelines for proper timekeeping practices.

Scope:

This policy applies to employees (including on-call) of St. Lawrence County, regardless of their position or location, with one exception, Per Diem Employees at the Board of Elections.

Statement:

All time clock activities will be considered the official time records for the purpose of calculating employee hours worked, overtime, and attendance. Violations of this policy may be subject to disciplinary action. This policy is subject to change at the request of the County and the impact will be bargained with the applicable Union.

The following practices apply:

- All employees are required to use the timekeeping system provided by the County.
- All employees are required to clock in at the beginning of the workday and clock out at the end of the workday.
- Employees should report to their assigned work location promptly and utilize the timekeeping system in place at that location to record time worked.
- Employees are responsible for accurately reporting and recording their time worked.

Pursuant to the Fair Labor Standards Act (FLSA), St. Lawrence County utilizes a payroll rule (7-minute rule) that allows St. Lawrence County to round employee work time to the nearest quarter hour. When applicable and available, accruals (compensatory or vacation) will be utilized for employees with quarter hour deficits due to this rule in order to provide for payment for a full shift.

- Minutes 1 through 7: Round down and do not count as work time.
- Minutes 8 through 14: Round up and count as a quarter hour of work time.
- Examples of time records:
 - Clock in at 8:07 a.m. rounded to 8:00 a.m. or clock in at 8:08 a.m. rounded to 8:15 a.m.
 - Clock out at 3:52 p.m. rounded to 3:45 p.m. or clock out at 3:53 PM rounded to 4:00 pm.

Meal Breaks:

An employee who works a shift of more than six (6) hours, which extends through the period of eleven o'clock (11 a.m.) in the morning and two o'clock (2:00 p.m.) in the afternoon is entitled to and required to take at least thirty (30) minutes for an unpaid meal break within that period. Employees working a shift starting before eleven o'clock (11 a.m.) in the morning and continuing later than seven o'clock (7:00 p.m.) in the evening shall be allowed an additional meal period of at least twenty (20) minutes between five o'clock (5:00 p.m.) in the evening and seven o'clock (7:00 pm) in the evening. Employees with a shift of more than six (6) hours starting between the hours of one o'clock (1 p.m.) and six o'clock (6 a.m.), shall be allowed forty-five (45) minutes, at a time midway between the beginning and the end of the shift. Meal breaks will typically be for a period of one half (1/2) hour or one (1) hour, depending on the schedule of the employee, except as otherwise provided within this policy. During the meal break, employees must be allowed to completely disconnect from work-related activities. Meal breaks are unpaid except as provided for in applicable collective bargaining agreements. Employees who leave the work location for a meal break will be required to clock in and out for a meal break. Employees who do not leave the work location

may not be required to clock in and out for a meal break in which case, the Time and Attendance System may automatically deduct the appropriate time based on the schedule of the employee.

Employees will be provided with the means to clock in and clock out for on call work.

Procedure:

Department Heads and Supervisors are responsible for reviewing and approving employee time records on an ongoing basis. The County reserves the right to audit employee timekeeping system reports. Employees along with the Department Heads and Supervisors must promptly address any issues or discrepancies related to employee time records. If time clocks are not working or not in place at a specific location, employees will be expected to record their time as directed by management.

The following expectations are in place:

- Employees are to work the hours they are scheduled and reflect this in timekeeping records.
- Employees are not allowed to change their schedule without prior permission.
- The payroll rounding rule does not excuse tardiness or unauthorized overtime.
- The payroll rounding rule does not excuse employees from working their entire shift.

Examples of unauthorized tardiness and/or overtime:

- Coming in 7 minutes late and/or leaving 7 minutes early without prior permission – resulting in not working the entire shift/being tardy.
- Coming in 8 minutes early and/or leaving 8 minutes late without prior permission – resulting in overtime.

Common violations that occur include, but are not limited to:

1. **Failure to clock in or clock out:** An employee neglects to clock in or out at the correct time without a valid reason or approval by their Supervisor.
2. **Failure to clock in or out per schedule:** An employee clocking in 7 minutes late and/or clocking out 7 minutes early, which could result in working 14 minute less per scheduled shift.
3. **“Buddy Punching:”** An employee clocks in or out for another employee.
4. **Unauthorized Overtime:** An employee works more than their schedule shift without the approval of the Supervisor.
5. **Time theft:** An employee claims they worked hours they did not work.

Accuracy of Time Records

St. Lawrence County is committed to accurately compensating employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, employees must record all work time correctly utilizing the timekeeping system acquired by the County. Employees must review pay stubs on an ongoing basis to ensure accuracy and have an obligation to report all errors to the County. Employees must not engage in off-the-clock or unrecorded work. The County makes every effort to ensure our employees are paid correctly. If you believe a mistake has occurred or if you have any questions, please contact staff in Human Resources and/or the Chief Payroll Clerk.

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End of Policy Document