TABLE OF CONTENTS

ARTICLE I: PREAMBLE

St. Lawrence County, 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 Solid Waste Department employees the principal of collective bargaining is to be employed pursuant to the New York State 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.

ARTICLE II: RECOGNITION

Section 1. The County recognizes the Civil Service Employee's Association Inc., Local #1000, Unit 8427, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining and grievances for the members of 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.

Section 2. The County shall deduct from the wages of members of the bargaining unit regular membership dues. Further, the County shall deduct from the wages of employees within the bargaining unit insurance premiums, credit union deductions, savings bonds, life insurance savings plan, and deferred income savings plan, as authorized by individual employees of the bargaining unit. Other deductions, as are mutually agreed upon for those employees of the bargaining unit 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 mutually agreed upon by the Association and the County.

Separate deductions will be made for Membership Dues, Group Life, Accident and Sickness, and Supplemental Life Insurances and will be reflected separately on the employees' paycheck stubs. 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 appropriate to the Association.

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 = Group Life Insurance to Pearl Insurances.
C = Accident and Sickness Insurance payable to Pearl Insurances.
D = Supplemental Life Insurance payable to Pearl Insurances.

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 wages or salaries of the members of said bargaining unit excluding "non-members" and temporary employees the membership dues levied by the CSEA, Inc. The County shall make such deductions and transmit the amount so deducted along with a listing of such members of the bargaining unit to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210. CSEA agrees to hold the County safe and harmless because of said deductions. County employees who are defined by this contract as permanent full-time or permanent part-time may have union dues deducted as per direction of the Civil Service Employees Association, Inc. Employees who are permanent full-time or permanent part-time may choose to be members of the bargaining unit except those excluded in Article III. Permanent full-time employees are operational employees who work forty (40) hours per week. Permanent part-time employees are operational employees who are employed by the County for six (6) consecutive months for a minimum of twenty (20) hours per week. **See ADDENDUM A for Account Clerk position details.**

Section 4. The President and the Head Shop Steward of the Association will be informed of the names of all new employees in the bargaining unit within two (2) weeks of their employment. An Association representative will be provided time to present a new employee with his/her contract and to provide orientation to his/her contract rights and benefits.

ARTICLE III: COLLECTIVE BARGAINING UNIT

Section 1. The County has recognized the Solid Waste Department Unit, CSEA, Inc., as the sole and exclusive bargaining unit for all Solid Waste Department employees except those listed as excluded. Excluded titles include: **Management/Confidential positions and positions shared with the Highway Department.** The County further agrees that all newly created positions **in the department**, not **excluded herein** 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.

Section 2. 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 members of the bargaining unit. The membership of the Labor Management Committee shall consist of the County's Department Head, one (1) member of the County's Board of Legislators and two (2) members appointed by the Association.

The Labor Management Committee normally meets at least once a month. Meetings may be called with three (3) working days written notice to the County and the Association representatives. The problems referred to the Committee shall be resolved within seven (7) working days from the date received. Both the County and the Association shall have the option of moving the problem to the last step of the Grievance Procedure, if the problem cannot be mutually resolved. Time limits may be extended by mutual agreement of the parties.

The parties agree that the following procedures shall govern Labor Management Committee proceedings:

A. Meetings shall be limited to no more than two (2) hours.
B. No more than three (3) items shall appear on a meeting agenda, to be submitted twenty-four (24) hours in advance of the meeting to the other party.
C. Agenda items shall not be carried over in subsequent meetings unless mutually agreed.
D. Meetings shall be held as needed at a mutually agreeable time and place.
E. Meetings may be initiated by either party through a written request to the other side.

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.

Section 1. Rights and Responsibilities of the County

A. 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 to conduct the County programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to the law; to direct, deploy and utilize the work force (employees may be assigned, as needed, to any of the currently operating County facilities, such assignments being based upon seniority **will be for full pay periods and will be** within the affected class of employees at that facility from which the transfer is originating **however, management reserves the right to modify assignments for training purposes along with reasons indicated in Article VI Section 2.D.**); 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.

B. The County shall so administer its obligations under this Agreement in a manner, which shall be fair and impartial to all members of the bargaining unit and shall not discriminate against any member of the bargaining unit by reason of sex, nationality, race, creed, or union affiliation.

Section 2. Rights and Responsibilities of the Employee Association

A. Members of the bargaining unit shall have the right 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.

B. 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. 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 management personnel.

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.

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

D. 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.

E. 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 the Agreement. Association business includes, but is not limited to, contract negotiations, grievances, disputes, working conditions, grade allocations, administration of said Agreement, appearances before County Board of Legislators, Grievance Board, and Appeals Board. Grievance Procedure is attached to this Agreement as Article XXIV.

F. The Association representative and the Association President shall be granted time off during working hours for the conduct of Association business limited to the affairs of the bargaining unit only, not to exceed seventy-five (75) hours cumulatively annually.

G. 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.

H. 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.

I. Leave with pay shall be granted to appointed Association representatives to attend official Association functions. Written notification to the Department Head must be presented by the President of the Association at least five (5) days in advance of the requested leave days. No more than three (3) representatives of the Association will be granted such leave at one time, not to exceed one-hundred (100) hours of leave cumulatively annually.

ARTICLE V: PAYROLL PERIOD

The County has established a payroll period of two (2) weeks, with each period beginning on a Saturday and ending on a Friday. Members of the bargaining unit are responsible for completing and submitting an accurate time sheet every two (2) weeks. Payroll checks are issued on the Friday following the end of the pay period. Deductions withheld from the bi-weekly payroll checks include U.S. Income Tax, New York State Income Tax, FICA, NYS Retirement System contributions (depending on membership and tier level), and health insurance coverage fees in addition to other deductions as specified in Article II Section 2.

ARTICLE VI: HOURS OF WORK

Section 1. The normal work week for operational employees will be Monday through Friday, forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each **(which includes one-half (½) hour paid lunch period)** with two (2) consecutive days off unless employee works on Saturday. Employees covered by this agreement will be paid time and one-half (1½) for hours worked over forty (40). Operational employees who are required to work on Saturday or Sunday will be paid at a rate of one and one half (1½) times their regular rate of pay. All approved paid leave shall be counted as time worked in computing overtime/time and a half except sick time.

Section 2.

A. Time and one-half (½) shall be paid for time worked in excess of forty (40) hours in any workweek. All approved paid leave shall be counted as time worked in computing overtime/time and a half except sick time.

B. Work performed by employees that exceeds forty (40) hours per week will be compensated by direct payment at a rate of one and one-half (1½) times the employee's effective hourly rate. The County will distribute overtime within the Solid Waste Department in a manner which it determines to be in the best interest of efficient operation of all County facilities.

C. A work schedule will be implemented which will meet the following basic guidelines:

1. The work schedule will ensure that all employees are familiar with all activities within their classification.

2. The work schedule will ensure that when overtime is necessary, seniority within the effected classification will be used to assign the extra time.

3. The work schedule will be generated at least one (1) week in advance. The schedule for the next work week, Saturday through Friday, will be due no later than the close of business on the Monday prior to the work week.

4. The County shall not change employees' schedule to four (4) ten (10) hour days without the written concurrence of CSEA. The County reserves the right to require overtime to meet operational needs.

D. The Department Head shall have the right and responsibility to alter the work schedule to meet emergencies, vacations, or sick time.

E. All employees are required to be at work and be ready to work at their scheduled time.

F. 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 VII: HOLIDAYS

Section 1. **It is the intent of St. Lawrence County to provide employees of the Solid Waste Department holidays in coordination with the holiday schedule of the Development Authority of the North Country (DANC). The County partners with DANC to provide the needed infrastructure related to solid waste management including the operation of a regional landfill. It is critical that the days the County is open align with the days that DANC is open with regard to holidays to safeguard proper operations. Therefore**, employees of the bargaining unit will be granted the following **nine (9)** "designated" holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	**Third Monday in January**
President's Day	**Third Monday in February**
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	**November 11**
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- Employees of the bargaining unit required to work on a designated holiday shall receive pay at a rate of 2½ times their regular rate of pay up to eight (8) hours (time and half pay for hours worked + holiday pay for eight (8) hours = 2½ times regular rate). Only the hours worked on the designated holiday are paid at time and a half.
- Designated holidays that fall on a Saturday or Sunday will be observed on **the day DANC observes the holidays** and the Solid Waste Department will be closed on those designated holidays that fall on a Saturday or Sunday. The employee will receive no pay for the Saturday and Sunday the department is closed.
- All holidays are eight (8) hour days and must be taken in full day increments
- Observed holidays will be paid at holiday pay rate.
- Holiday pay rate = regular pay (straight time).
- If an employee works on an observed holiday the employee will be paid regular pay for all hours worked and eight (8) hours of holiday pay. Example: July 4, 2021 (Sunday) would be observed on Monday July 5, 2021. Employee working eight (8) hours on July 5, 2021 would be paid regular pay for eight (8) hours worked and eight (8) hour of holiday pay (straight time) = two (2) times regular rate. If employee only works five (5) hours on July 5, 2021, they would be paid two (2) times pay for five (5) hours (five (5) hours holiday pay and five (5) hours regular pay) and just holiday pay (regular pay) for three (3) hours.

- Under no circumstance will an employee receive the same holiday twice in a calendar year.

Section 2. All employees will be granted **four (4)** additional floating holidays. These holidays will be coordinated so that operations of the Department shall not be seriously impacted. Employees that work on a day that was scheduled as a floating holiday will be paid regular pay or overtime if applicable (i.e. over forty (40) hours excluding sick time) and will reschedule the floating holiday. All holidays are eight (8) hour days and must be taken in full day increments. **Floating holidays that are unused after the end of the calendar year will be paid out in a separate check. The check will be issued in February of the following year that the holidays were granted. Employees, who separate from service (for any reason including termination, resignation, etc.) at any time, prior to the check being issued, will not be paid out floating holidays.**

Section 3. Holiday pay will be paid providing such employee shall have been in a pay status (working or on paid voluntary leave) the workday immediately preceding such observed or designated holiday and working (or paid voluntary leave) their scheduled day immediately following the observed or designated holiday. This clause does not apply to employees on a suspension.

ARTICLE VIII: VACATION LEAVE

Employees of the bargaining unit will accrue vacation leave as follows:

Section 1. Upon completion of six (6) months of continuous service, employees of the bargaining unit will be credited with five (5) days of vacation leave. Thereafter, employees of the bargaining unit shall earn and accumulate vacation leave at a rate of three and a quarter (3¼) hours per pay period.

Regular full-time employees of the bargaining unit shall also earn and up to the completion of each full year of continuous service be credited with additional vacation leave in accordance with the following schedule:

Completed years of Continuous Service	Additional Vacation Leave
1	4 days
2	5 days
3	6 days
4	7 days
5	8 days
6	9 days
7	10 days
8	11 days
9 (and each subsequent year thereafter)	12 days

Additional vacation credits will be credited to employees on a bi-weekly basis and will be indicated on their paycheck or direct deposit notification.

Part-time permanent employees of the bargaining unit, as defined in Article II, Section 3, shall accrue vacation time on a pro-rated basis upon completion of six (6) months of continuous service.

Section 2. Maximum accrued vacation leave is four-hundred (400) hours. Once the four-hundred (400) hours vacation leave limit is reached, there will be NO further accrual of vacation leave. Payment in lieu of vacation leave is not permitted, except as allowed in Section 5 of this Article and at the termination of employment, at which time an employee of the bargaining unit will be compensated for accrued vacation leave not exceeding four-hundred (400) hours provided they give a two (2) week notice and work the entire notice (with the exception of pre-approved scheduled time off or with the Department Head's approval).

Section 3. The use of vacation leave is subject to the approval of the Department Head. The use of vacation leave is not permitted during the first six (6) months of employment, since no vacation leave accrues during this time. The County must not under staff its field facilities, the taking of accrued vacation leave by employees of the bargaining unit in the Solid Waste Department shall be subject to approval of the Department Head.

Section 4.

A. Unless determined otherwise by the Department Head, employees of the bargaining unit in the Solid Waste Department may take accrued vacation leave in no less than four (4) hour increments.

B. In December of each year, the bargaining unit completes the "Annual Vacation Calendar". The employees identify their preferred weeks of vacation in order of seniority. The selection process will begin with the most senior employee making two (2) separate vacation request entries to the calendar. Entries may be for single days up to five (5) consecutive days. Once this is complete, the calendar will return to the most senior employee and each employee may make a third vacation request of one (1) to five (5) consecutive days. This must be identified as the third request. The immediate supervisor, in conjunction with the Department Head approves these vacation requests by seniority, in developing a master vacation calendar. The master vacation calendar is posted and maintained at the Ogdensburg Transfer Station. It is further agreed, that employees requesting a complete work week of Monday through Friday will **be given the option of working** the Saturday following their Friday vacation **if they would have otherwise been scheduled to work it.**

C. Additional vacation requests are handled on a first come, first serve basis. In the event that requests for the same period are received from several employees at the same time, and all employees cannot be accommodated, the approvals will be based upon seniority.

Section 5. A regular full-time or regular part-time employee may be paid the monetary value of five (5) days' vacation by charging it against vacation accruals if the employee takes five (5) or more consecutive days of vacation within a calendar year (Holidays and Weekends do not count).

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

This section may be exercised by an eligible employee only once each calendar year. Vacation time is subject to Department Head approval as described in Section 3 of this Article.

ARTICLE IX: SICK LEAVE

Section 1. Each employee of the bargaining unit in the Solid Waste Department of the County shall earn and accumulate sick leave at a rate of five (5) hours per pay period to be accrued on a bi-weekly basis. Sick leave shall not accumulate beyond 1,950 total hours. Employees of the bargaining unit are encouraged to accumulate sick leave for their own protection in the event of a long absence caused by a serious illness. A physician's certificate may be required when an employee of the bargaining unit uses sick leave for three (3) consecutive days, or at any time when proof of illness is requested by the Department Head. The cost of obtaining such physician's certificate shall be borne by the employee of the bargaining unit. If the physician's certificate is not provided when requested, the employee of the bargaining unit shall not be allowed to return to work and shall be put on unpaid leave of absence status until the physician's certificate is provided.

Section 2. Sick leave shall be granted to an employee of the bargaining unit 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. Immediate family shall include spouse, minor children, or adult children living in the employee's home.

Part-time permanent employees of the bargaining unit, as defined in Article II, Section 3, shall accrue sick leave on a pro-rated basis upon completion of six (6) months of continuous service.

Section 3. When an employee of the bargaining unit finds it necessary to be absent for sick leave, it is the employee's responsibility to notify the County. Notification must be made to the **Deputy Director of the Solid Waste Department** or Designee one (1) hour prior to the start of the employee's work day. The employees of the bargaining unit shall call or text his/her name and his/her assigned work location for that day. Such notification must be given for each day of absence unless the employee is hospitalized, institutionally confined, has a doctor's excuse in advance of absence, or has been excused from this provision by the Department Head. Sick leave shall not be granted unless such report is made.

Section 4. When a holiday falls within a sick leave period, no sick leave credit charge shall be made for that day.

Section 5. All new employees of the bargaining unit appointed must complete six (6) months of continuous service in order to be eligible to use his/her sick leave credit. However, the accumulation of sick leave credit shall be retroactive to the date of the regular employment. In the event any member of the bargaining unit, 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 6. Upon exhaustion of all leave credits, extended sick leave shall be granted to a permanent employee at one-half (½) 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 (6) months is used, it does not accrue again. No vacation or sick time shall accrue while on extended sick leave.

Section 7. Accumulated sick leave may be utilized to extend the employee's service time as per the rules of the New York State Retirement System upon the member of the bargaining unit leaving the County's employment on retirement. **Employees who retire with 1,000 or more hours of unused sick time may use the cash value to pay up to a maximum of five (5) years of health insurance premiums. Employees who lack the 1,000 hours may use accumulated vacation accruals to reach the 1,000 hour threshold. Employees who retire with 1,250 or more hours of unused sick time may use the cash value to pay up to a maximum of ten (10) years of health insurance premiums. Employees who lack the 1,250 hours may use accumulated vacation accruals to reach the 1,250 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 ratified (December 7, 2020), and only applies to employees who retire after the ratification (December 7, 2020) 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.

Except as allowed for in this section, a member of the bargaining unit will not be compensated for accumulated sick leave not utilized upon termination of employment with the County.

ARTICLE X: MILITARY LEAVE

Employees serving as a member of an organized militia or any reserve force or reserve component of the Armed Forces of the United States are entitled to paid leave in accordance with Section 242 of Military Law.

ARTICLE XI: JURY DUTY

A member of the bargaining unit summoned to serve on a jury shall be granted leave with pay for the hours served on jury duty, which conflicts with regularly scheduled hours.

ARTICLE XII: BEREAVEMENT LEAVE

Employees of the bargaining unit are entitled to take paid bereavement leave of three (3) days for the death of the member's spouse, child, step-child, parent, brother, sister, father-in-law, mother-in-law, and/or sister/brother-in-law. One (1) day of paid bereavement leave will be granted for the death of the member's grandparent, grandchild, aunt or uncle.

ARTICLE XIII: MATERNITY LEAVE

A member of the bargaining unit requesting leave for maternity or parenting purposes and who meet eligibility requirements under the Federal Family Medical Leave Act will make application in accordance with the law and County policy.

ARTICLE XIV: PERSONAL LEAVE

Section 1. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation leave. Employees of the bargaining unit shall be entitled to personal leave of twenty-four (24) hours per year. This leave is credited to employees on the first payroll of a given year. New employees will be credited with prorated personal leave based upon the number of months remaining in the calendar year, but new employees must serve six (6) months of continuous service before being eligible to use any personal leave.

Section 2. Personal leave is not cumulative, and any unused personal leave remaining at the end of a calendar year shall be canceled. Unused personal leave shall not be liquidated in cash at the time employment is terminated, regardless of the reason for termination. Personal leave may only be used after approval in advance by the Department Head. Requests for the use of personal leave must be submitted to the Department Head at least twenty-four (24) hours prior to the date leave is requested. The Department Head can, however, due to the nature of this leave, waive this requirement at his/her sole discretion. Should the Department Head believe that an employee has abused his/her personal leave, he/she may be required to submit at least a three (3) day notice of intention to take personal leave. Employees may not request/utilize more than the available balance as indicated on their most recent paycheck or direct deposit notification.

ARTICLE XV: LEAVE WITHOUT PAY

Section 1. A leave of absence, educational or otherwise, without pay, not to exceed one (1) year, may be granted to a member of the bargaining unit with the approval of the Department Head. 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 premium as established by the County is made as prescribed. Failure to make timely premium payments will result in cancellation of coverage.

Section 4. Upon the expiration of the leave of absence without pay, the member of the bargaining unit 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. Any member of the bargaining unit who requests leave under this Article should do so at least eight (8) weeks prior to the beginning of such leave.

ARTICLE XVI: RESIGNATIONS

Employees of the bargaining unit must notify the Department Head in writing at least two (2) weeks prior to the effective date of resignation. This notice should state the reason for the resignation. Employees of the bargaining unit should submit accrued vacation compensation requests and health insurance documentation at the time of resignation so that the County can verify all claims for reimbursement.

Any employee who is a no call/no show from work/position for three (3) or more consecutive days without having been 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: HEALTH 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.

Health Insurance Plan Changes Effective January 1, 2021:

PCP/Specialist co-payments: Increase from $17.00 to $20.00
ER (non-emergent) co-pays increase from $50 to $100
ER (emergent) co-pays – $50.00 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 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 July 1, 2006, the County will implement a Managed Three Tiered Formulary Plan for Prescriptions. The County will provide training for all employees. The Prescription co-pays will be as follows:

Effective January 1, 2021 the 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 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**

Effective January 1, 2006, CanaRx Services, Inc. is approved as an allowable vendor for mail order prescribed medication expenses for all participants of 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 and/or distributing forms to plan participants. 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 for any reason with thirty-day (30) notice to the other party.

Effective January 1, 2026, employees utilizing brand name maintenance medications that are on the St. Lawrence County Meds (CanaRX) formulary ($0 copay) but 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 agrees to appoint a liaison with the Health Plan Administrator, suitably trained and responsive to assist employees.

Section 3. The County agrees to provide all current and future employees with an updated booklet explaining coverages provided for in the County Health Plan.

Section 4. 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. The County agrees to provide the employee CSEA Employee Benefit Fund Horizon Dental Plan for all employees. The County agrees to allow for payroll deductions for employee family enrollment.

Section 5. The County agrees to provide a Flexible Benefit Plan (IRS Section 125). Appropriate insurance premium 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 New York State and St. Lawrence County, 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 6.

A. The County agrees to allow payroll deduction for such insurance referred to in Section 5 of this Article in accordance with Article II, Section 2.

B. The County agrees to provide, at no cost to the employee, the CSEA Platinum 12 composite Rate Vision Plan. Effective upon ratification **(January 2, 2025)** of the contract, employees will pay **twenty-five (25%) percent** 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 = $11.23/pp. x 25% = $2.81/pp).**

Section 7. MEDICARE PART B: 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. The County will reimburse such retiree (and his/her spouse) at the annual dollar amount of the Medicare 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 (5) 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 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 September 14, 2013, the County will not reimburse such employees (or their spouses) for the cost of Medicare B premiums when such employees retire.

Section 8.
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 30 each year in order to receive the buy-out offering effective January 1 of the following year.**
2. **Current employees must be enrolled in the St. Lawrence County Health Plan on December 31 of the year OR participating in the "Buy-Out" through December 31 of the year in order to qualify for the Buy-Out effective January 1 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 St. Lawrence County Health Plan and do NOT take advantage of the Buy-Out Plan must enroll in the St. Lawrence County Health Plan for a period of one (1) calendar year in order to be eligible for the Buy-Out Plan.**
4. **Employees can ONLY enroll in the St. Lawrence County Health Plan upon a qualifying event and/or at the time of open enrollment. Qualifying event election must be made within thirty (30) days of the qualifying event date.**
5. **Once enrolled in the St. Lawrence County Health Plan employees can ONLY drop coverage at the beginning of the next plan year (January 1) during the open enrollment period or within thirty (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 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 New York State 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).**

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

ARTICLE XVIII: OTHER BENEFITS

Section 1. All employees of the bargaining unit will be covered by unemployment insurance as required by law. All full-time permanent employees of the bargaining unit must participate in the New York State Retirement System. The County is a member of the St. Lawrence Federal Credit Union, which provides a variety of financial services (consult the Credit Union for specific services).

Section 2. The County also provides a Tuition Reimbursement Plan for eligible employees of the bargaining unit (consult actual plan for specific details). In the Tuition Reimbursement Plan, the Department Head may, within the County's annual appropriation for tuition reimbursement (if any), authorize reimbursement for member's tuition only for courses which bear a demonstrated direct and clear relationship with specific job duties which the member of the bargaining unit is currently fulfilling or will be expected to fulfill in the near future.

ARTICLE XIX: PROBATIONARY PERIOD

All new employees of the bargaining unit will be subject to a probationary employment period which will coincide with the St. Lawrence County Rules of Classified Civil Service.

ARTICLE XX: EVALUATIONS

All employees of the bargaining unit are entitled to an annual performance evaluation. In addition, all new employees of the bargaining unit will also receive a performance evaluation at the end of their probationary period. Performance reviews for employees of the bargaining unit will be conducted by the appropriate immediate supervisor and reviewed by the Department Head. All performance reviews should be conducted before the beginning of a new calendar year. The Department Head shall determine the nature of the performance review instrument. All performance reviews will be placed in the member's personnel files. Employees of the bargaining unit will be given appropriate notice in advance of such reviews and will be given opportunity to review and respond to the evaluations before they are placed in their respective personnel files.

ARTICLE XXI: LAYOFF, RECALL, AND POSTING

Section 1. All lay-offs and recalls shall be subject to Civil Service Law. The County will notify the President of the Association before any lay-offs occur. Lay-offs for labor and non-competitive classes shall be the same as for competitive class employees.

Section 2. If a vacancy occurs within the labor and non-competitive classification within the Solid Waste Department, the following procedure shall prevail:

A. The job to be filled will be posted on the bulletin board for a period of three (3) working days. The posting will show (1) - job title, (2) - rate of pay, and (3) - a space for interested **employees** of the bargaining unit to sign their names.

B. After three (3) working days, a qualified member of the bargaining unit (qualification to be based upon satisfaction of Civil Service minimum qualification for job title, seniority and job evaluations) selected from those interested, may be offered the job by the Deputy Director of Solid Waste, after consultation with the appropriate immediate supervisor. The Deputy Director of Solid Waste shall make the final determination based upon the factors above.

C. Employees are responsible for contacting St. Lawrence County Civil Service/Human Resources to determine rights associated with status and position.

Section 3.
In the event St. Lawrence County decides to contract out the operations of Solid Waste, Human Resources will provide information on training, job opportunities, and other assistance for employees who have been laid off or are about to be laid off. Every effort will be made to help affected employees in applying for available county positions.

ARTICLE XXII: EXPENSE REIMBURSEMENT

The County reimburses employees of the bargaining unit for approved, reasonable (as determined by the Department Head) out-of-pocket expenses on behalf of the County in the course of their official duties upon presentation of satisfactorily documented claims. The County makes mileage

reimbursement payments for use of personal vehicles on County business at the established Internal Revenue Service rate. Whenever available, County-owned vehicles should be used for County business rather than personal vehicles. Daily mileage to and from work shall not be reimbursed.

Employees of the bargaining unit in the Solid Waste Department shall be eligible for an **eight-hundred (800) dollar** clothing allowance. Payment will be made to all eligible employees in the first full pay period in January of each year.

The County agrees to reimburse employees for defensive driving courses provided the courses are taken on their own time and the employee receives a passing grade.

ARTICLE XXIII: LIFE INSURANCE

The County shall annually purchase $10,000 of term life insurance which shall become effective on January 1 for employees of the bargaining unit who have worked for the County for at least twelve (12) continuous months, provided that, in the judgment of the Department Head, the member's medical conditions or age will not require the County to pay a premium for any individual employee of the bargaining unit which is more than twice the average premium paid for all the County's other covered employees of the bargaining unit.

ARTICLE XXIV: GRIEVANCE PROCEDURE

Section 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.

Section 2. Steps

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 Chair 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 sixty (60) days after notifying the County of intent to arbitrate.

Section 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 employee 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.

Section 4. Documentation

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

Section 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.

Section 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 employer and the employee's association.

ARTICLE XXV: ADMINISTRATION OF THE SALARY PLAN

All active employees at the time of ratification **(January 2, 2025)** of this contract (**2025-2028**) will be eligible for retroactive payment for wages as described below. Retroactive payment does not include additional pay as described throughout the contract except for longevity.

A. Effective the first full pay period in January **2025 a new salary matrix will be implemented and employees will be placed on the new matrix at the same step they hold in 2024.**

B. Effective the first full pay period in January **2026**, the salary amount for each grade and step will be increased by **three (3%) percent** over the prior year and all employees hired prior to January 1, **2026** will advance to the next step in accordance with Appendix A.

C. Effective the first full pay period in January **2027**, the salary amount for each grade and step will be increased by **three (3%) percent** over the prior year and all employees hired prior to January 1, **2027** will advance to the next step in accordance with Appendix A.

D. Effective the first full pay period in January **2028**, the salary amount for each grade and step will be increased by **three (3%) percent** over the prior year and all employees hired prior to January 1, **2028** will advance to the next step in accordance with Appendix A.

E. **Effective first full pay period in February 2025 a signing bonus (not added to the base salary) of $1,500 will be paid to all employees with an active status at the time of payment. Employees that separate service prior to the payment of this bonus will not be eligible.**

F. 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 one half (4.5%) percent 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 **three (3)** consecutive working days and shall be retroactive to the first day.

G. When an employee is promoted (for the purpose of this section promoted shall mean: awarded a position with a higher salary range according to Appendix A) he/she shall receive an increase which represents an increase to the minimum of the new title plus an additional two (2) steps, or to the first step in the new title 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 title. Where an employee has been promoted between July 1 and December 31 and the promotion results in a salary increase of five (5%) percent 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 step of the title.
Examples of promotions according to the 2025 salary matrix:

- **HEO step 3 ($51,662) would move to Site Crew Leader step 2 ($55,663)**
- **HEO step 7 ($58,578) would move to Site Crew Leader step 7 ($61,309)**
- **Site Crew Leader step 9 (63,599) would move to Sr. Site Crew Leader step 5 ($66,862)**

H. 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 (1) 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 payment 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 XXVI: OTHER AGREEMENTS AND REQUIREMENTS

The County and CSEA Unit 8427 recognize the following agreements and requirements:

A. St. Lawrence County's Workplace Alcohol and Drug Abuse Testing Program as required by the Omnibus Transportation Act of 1991 and agreed to by the CSEA Local 1000, Unit 8400 in late 1995.

B. All employees of the Solid Waste Department hired after June 1, 2011 must possess and maintain a Weighmaster license as a condition of employment, or obtain licensure within six (6) months of employment.

ARTICLE XXVII: LONGEVITY PAY

Effective first full pay period in January 2020, all employees reaching the following anniversary shall receive the following longevity amounts in addition to their base pay. These additions will be paid at the beginning of the pay period of the employee's anniversary date.

Anniversary	Longevity Bonus
5 years	**.25**
10 years	.35
15 years	**.45**
20 years	**.55**
25 years	**.65**
30 years	**.75**
35 years	**.85**

ARTICLE XXVIII: PHYSICALS, VACCINATIONS & TESTS

Section 1. Each employee requiring an Interstate Commerce Commission (ICC) Physical will be covered under the St. Lawrence County Health Plan. The employee will only be required to pay the appropriate co-pay.

Section 2. The County agrees to provide Hepatitis B shots and follow up blood tests. **The County will provide Hepatitis C shots when available**. The County also agrees to provide Tetanus shots. These shots will be provided by the St. Lawrence County Public Health Department at no cost to the employee.

Section 3. The County agrees to provide an Automatic External Defibrillator (AED) at each work location.

ARTICLE XXIX: NEW HIRES, REHIRES & REINSTATEMENTS

Effective January 1, 2025, upon receiving a request to offer a position at higher rate than the base step, the Ad Hoc Salary Review Committee will meet. The Committee will determine the placement on the salary step schedule for the requested union members hired or transitioning into a position represented by the Union. The Ad Hoc Salary Review 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 Director of Human Resources or his/her designee. Committee recommendations will be decided by majority vote however, in the case of a tie the determination will be placed at base step. Criteria considered will include but may not be limited to; 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 (1) 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 (January 2, 2025) will not be adjusted based on this language.)

Effective January 1, 2025 all employees that are reinstated (civil service definition) to their previous job within one (1) year of the date they resigned or retired will be placed on the same step as when they left. Accruals and seniority will start over as if employee is a new hire. (Current employees will not be adjusted based on this language.)

ARTICLE XXX: OTHER

Section 1. Commercial Driver's License (CDL) Training

The County agrees to provide employees of the Solid Waste Department CDL training through the Highway Department Training Program, if applicable for their title. This may require a Highway Department Employee (Trainer) to operate Solid Waste Department equipment and perform bargaining unit work while training Solid Waste Department employees during the course of a workday. The Union agrees this stipulation of using Highway Department employees to operate Solid Waste Department equipment and perform solid waste functions during CDL training periods will not be a violation of this contract. Employees must remain employed for one (1) year or pay back the County at a prorated amount for training classes/fees.

Section 2. Scale Operation Guidelines

1. **If an employee assigned to run the scales calls in sick the Deputy Director of the Solid Waste Department or designee will try to reassign an employee that is working that day and is able to run the scales to the satisfaction of the Supervisor/Department Director.**
2. **An employee will only be reassigned if it does not cause another transfer station to be closed and if the work of the reassigned employee is of such a nature that its stoppage would not cost the County money or cause the County to be out of compliance with regulations. (The County understands that working with a reduced staff may cause overtime to be incurred, in certain circumstances.)**
3. **If there is no Solid Waste employee to reassign that meets the above criteria, the Deputy Director of Solid Waste or designee will call employees not scheduled to work that day (may be utilizing vacation, comp time, or personal time) to see if they can come to work to fill in. (It will not be mandatory for these employees to come in and work.) A phone call will be placed – if there no answer the next employee will be called – we will not leave a message or wait for a return call.**
4. **If no unscheduled employee wants to come in to cover then St. Lawrence County can utilize a staff member, holding a position budgeted in both the Highway Department and Solid Waste Department, that is trained or given the knowledge to run the scales if operations can allow.**
5. **If all above options have been exhausted, an "emergency" situation would be considered to exist, and a supervisor/manager will only be utilized to run the scale for the least possible amount of time needed to not exceed three (3) months.**
6. **No CSEA Unit 8400 employee(s) shall be mandated or forced to work and be moved to the Solid Waste Department.**

January 2, 2025

RESOLUTION NO. 31-2025

AUTHORIZING THE CHAIR TO SIGN A CONTRACT WITH CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000, UNIT 8427, FOR 2025-2028

By Mr. Forsythe, District 2; Mr. Lightfoot, District 3; Mr. Smithers, District 5; and Mr. Perkins, District 7

WHEREAS, the current contract between St. Lawrence County and CSEA Local 1000 Unit 8427 (Solid Waste Unit) expired on December 31, 2024, and

WHEREAS, the Negotiating Teams for the County and CSEA Local 100, Unit 8427 have reached a tentative agreement for a new four (4) year contract, and

WHEREAS, St. Lawrence County believes that it is in the best interest of both parties to successfully conclude negotiations with a four (4) year contract (2025-2028),

WHEREAS, that the Board of Legislators hereby authorizes the Chair to sign a contract with Civil Service Employees Association Local 1000, Unit 8427 for January 1, 2025 through December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED that the Board of Legislators authorizes the Chair to sign a contract with Civil Service Employees Association Local 1000, Unit 8427 for January 1, 2025 through December 31, 2028.

STATE OF NEW YORK)
) **ss:**
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. 31-2025 Entitled "Authorizing The Chair to Sign a Contract with Civil Service Employees Association Local 1000, Unit 8427, for 2025 -2028", adopted January 2, 2025, 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
January 3, 2025

ARTICLE XXXI - 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 1st day of May, **2025**.

St. Lawrence County

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

C.S.E.A.

Aric Koboski, Unit 8427 President
St. Lawrence County Unit 8427
Civil Service Employees Association, Inc.

Signatures of Bargaining Teams

For St. Lawrence County:

Jonnie J. Dorothy
Personnel Officer & Chief Spokesperson

Ruth A. Doyle, County Administrator

Rick Perkins, Legislator & Committee Chair

David Forsythe, Chair, Board of Legislators

Joseph Lightfoot, Legislator

Harry Smithers, Legislator

Karen Bjork, Assistant County Administrator

For CSEA Unit 8427, Inc.:

Kevin Phelix-Bromley
Labor Relations Specialist

Aric Koboski, Unit President

Tanner LaJoy, Bargaining Team Member

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ADDENDUM A

MEMORANDUM OF AGREEMENT
by and between
Civil Service Employees Association, Inc. Local 1000, Unit 8427 AFSCME/AFL-CIO (hereinafter "Solid Waste Department")
and
ST. LAWRENCE COUNTY
(hereinafter "County")

WHEREAS, the Solid Waste Department (SWD) and the County (collectively the "parties") are signatories to a collective bargaining agreement (hereinafter "CBA") dated January 1, 2020 through December 31, 2024; and

WHEREAS, the County and the Solid Waste Department (SWD) agree to the inclusion of the title "Account Clerk" in the SWD bargaining unit, and

WHEREAS, the County and the SWD agree that nothing contained herein shall deprive the County or the SWD of any protection and/or rights afforded them under the contract. It is further agreed, that any and all terms of this agreement shall not be considered a violation of the terms of the current collective bargaining agreement and that all other terms and conditions of employment provided for in the current collective bargaining agreement shall remain in full force and effect.

WHEREAS, the County and the SWD agree that additional issues not covered in this MOA related to this title will be decided in Labor-Management Committee. In the event of a dispute over the meaning or application of this Agreement, the parties will attempt to reach a mutually acceptable resolution via Labor-Management committee. If that cannot be accomplished, the Association may pursue the matter as a grievance in accordance with the collective bargaining agreement.

NOW, the County and the SWD mutually agree to the following conditions and terms related to the position(s) of "Account Clerk" in the Solid Waste Department (SWD):

- The normal workweek for employees in this title will be thirty-five (35) hours per week.
- The standard workday will be seven (7) hours per day.
- All paid time off will be charged at the rate of their standard workday.
- The accrual balances (vacation, sick, comp time, and personal), of an employee in this title that transfers from another SLC department into SWD, will transfer with them and there may not be a six (6) month wait period from the transfer date for the employee to utilize the accruals.
- The union recognizes that the Account Clerk may operate the scales as a part of their essential functions.
- For Saturday overtime purposes, the operation of the scales will be distributed by seniority among all staff trained to perform scale operations regardless of title.
- The wage compensation for the Account Clerk(s) will mirror the wage compensation established for the Account Clerk title in the CSEA Local 1000 Unit 8400 until negotiated in the next CBA.

Date: 2-23-2024
Aric Koboski, President CSEA Local 1000
Unit 8427 AFSCME/AFL-CIO

Date: 2-23-2024
Kevin Phelix-Bromley, Labor Rel. Specialist
CSEA Local 1000 Unit 8427,
AFSCME/AFL-CIO

Date: 3-1-2024
Don Chambers, Superintendent of Highways

Date: 3-1-24
Jonnie Dorothy, Human Resources Director

Date: 3-1-24
Ruth Doyle. St. Lawrence County Administrator

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APPENDIX A

2025																
Title	**BASE**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Heavy Equipment Operator	$45,464	$46,298	$48,908	$51,662	$55,209	$56,341	$57,431	$58,578	$59,696	$60,853	$62,118	$63,361	$64,628	$65,921	$67,239	$68,584
Motor Equipment Mechanic	$45,476	$46,358	$49,010	$51,785	$55,351	$56,478	$57,554	$58,710	$59,851	$60,976	$62,211	$63,456	$64,725	$66,019	$67,340	$68,686
Site Crew Leader	$53,524	$54,635	$55,663	$56,769	$57,887	$59,002	$60,122	$61,309	$62,440	$63,599	$64,849	$66,146	$67,469	$68,819	$70,195	$71,599
Senior Site Crewleader	$60,738	$61,948	$63,107	$64,410	$65,613	$66,862	$68,139	$69,423	$70,757	$72,112	$73,477	$74,946	$76,445	$77,974	$79,534	$81,124
Account Clerk (35hr/wk)	$39,714	$40,389	$41,065	$41,779	$42,488	$43,251	$44,020	$44,859	$45,706	$46,541	$47,372	$48,319	$49,286	$50,272	$51,277	$52,303

2026																
Title	**BASE**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Heavy Equipment Operator	$46,828	$47,687	$50,376	$53,212	$56,865	$58,031	$59,154	$60,336	$61,487	$62,678	$63,982	$65,262	$66,567	$67,898	$69,256	$70,641
Motor Equipment Mechanic	$46,841	$47,749	$50,481	$53,339	$57,011	$58,172	$59,280	$60,472	$61,647	$62,805	$64,078	$65,359	$66,666	$68,000	$69,360	$70,747
Site Crew Leader	$55,130	$56,274	$57,333	$58,472	$59,623	$60,772	$61,925	$63,148	$64,313	$65,507	$66,795	$68,131	$69,493	$70,883	$72,301	$73,747
Senior Site Crewleader	$62,560	$63,806	$65,001	$66,342	$67,581	$68,868	$70,184	$71,505	$72,879	$74,276	$75,681	$77,195	$78,739	$80,313	$81,920	$83,558
Account Clerk (35hr/wk)	$40,905	$41,601	$42,297	$43,032	$43,763	$44,549	$45,341	$46,205	$47,077	$47,937	$48,793	$49,769	$50,764	$51,780	$52,815	$53,872

2027																
Title	**BASE**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Heavy Equipment Operator	$48,233	$49,118	$51,887	$54,809	$58,571	$59,772	$60,928	$62,146	$63,332	$64,559	$65,901	$67,219	$68,564	$69,935	$71,334	$72,760
Motor Equipment Mechanic	$48,246	$49,182	$51,995	$54,939	$58,722	$59,917	$61,059	$62,286	$63,496	$64,689	$66,000	$67,320	$68,666	$70,040	$71,441	$72,869
Site Crew Leader	$56,784	$57,962	$59,053	$60,226	$61,412	$62,595	$63,783	$65,042	$66,243	$67,472	$68,799	$70,175	$71,578	$73,010	$74,470	$75,959
Senior Site Crewleader	$64,437	$65,721	$66,951	$68,332	$69,609	$70,934	$72,289	$73,651	$75,066	$76,504	$77,952	$79,511	$81,101	$82,723	$84,377	$86,065
Account Clerk (35hr/wk)	$42,133	$42,849	$43,566	$44,323	$45,076	$45,885	$46,701	$47,591	$48,489	$49,375	$50,257	$51,262	$52,287	$53,333	$54,400	$55,488

2028																
Title	**BASE**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Heavy Equipment Operator	$49,680	$50,592	$53,444	$56,453	$60,328	$61,565	$62,756	$64,010	$65,232	$66,495	$67,878	$69,236	$70,621	$72,033	$73,474	$74,943
Motor Equipment Mechanic	$49,693	$50,657	$53,555	$56,587	$60,483	$61,715	$62,891	$64,154	$65,401	$66,630	$67,980	$69,340	$70,726	$72,141	$73,584	$75,055
Site Crew Leader	$58,487	$59,701	$60,824	$62,033	$63,254	$64,473	$65,696	$66,994	$68,230	$69,496	$70,863	$72,280	$73,726	$75,200	$76,704	$78,238
Senior Site Crewleader	$66,370	$67,692	$68,959	$70,382	$71,697	$73,062	$74,458	$75,860	$77,318	$78,799	$80,290	$81,896	$83,534	$85,204	$86,909	$88,647
Account Clerk (35hr/wk)	$43,397	$44,134	$44,873	$45,653	$46,428	$47,262	$48,102	$49,019	$49,944	$50,857	$51,765	$52,800	$53,856	$54,933	$56,032	$57,152

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

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APPENDIX B

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 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.

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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