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AGREEMENT

BETWEEN

THE COUNTY OF ONONDAGA

AND

THE SALARIED EMPLOYEES OF NORTH AMERICA,

UNITED STEELWORKERS OF AMERICA

AFL-CIO-CLC

January 1, 2001 - December 31, 2003

RECEIVED

MAY 03 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

EMPLOYEES

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Article 1
Preamble

An agreement between the County of Onondaga, the Sheriff of Onondaga County (hereinafter referred to as the "Employer"), and the Salaried Employees of North America, United Steelworkers of America, AFL-CIO (hereinafter referred to as the "Union").

The Employer and the Union recognize the common interest in the public service of Onondaga County beyond their collective bargaining relationship and pledge to strive together to insure the highest quality of service to the people of Onondaga County. It is with these goals in mind that they have entered into this collective bargaining agreement.

This agreement establishes basic terms and conditions of employment for members of the bargaining unit in order to attract and retain the best personnel available and is intended to provide a model and a framework for constructive resolution of any dispute that may arise between them.

Article 2
Agreement Scope

This agreement constitutes the entire agreement between the Employer and the Union. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the Employer and the Union have considered matters lawfully subject to collective negotiations.

This agreement may be amended or supplemented only by further written instrument signed by an authorized representative of the Employer and the Union. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

Article 3
Non-Discrimination

The Employer and the Union agree that neither party will discriminate in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

Article 4
Management Rights

The Union agrees that the County of Onondaga and/or the County Legislature and the Sheriff of Onondaga County, hereinafter known as the Employer, shall retain complete authority for the policies and administration of all County departments, offices or agencies which it exercises under the provisions of law and the Constitution of the State of New

York and/or the United States of America and in fulfilling its rights and responsibilities under this agreement. Any matter involving the management of governmental operations vested by law in the Sheriff and not covered by this agreement is in the province of the Sheriff.

The rights and responsibilities of the Employer include, but are not necessarily limited to the following: (1) to determine the standards of service to be offered by its offices, agencies and departments; (2) to direct, hire, promote, appraise, transfer, assign, retain members and to suspend, demote, discharge or take disciplinary action against members; (3) to relieve members from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of government operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission, policies or purpose of the department, office or agency concerned; (7) to establish, modify or rescind any reasonable rules or regulations; (8) to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions; (9) to establish, change or alter work schedules.

It is agreed that the above rights and responsibilities are subject to the terms and conditions of this Agreement, and any violations of such shall be subject to the grievance procedure herein contained.

Article 5 **Union Status and Recognition**

The Employer recognizes that the Union has been certified as the exclusive bargaining agent by the Public Employment Relations Board in the Certification of Representation and Order to Negotiate dated May 19, 1988 for purposes of collective negotiations with the Employer with respect to rate of pay, wages, hours of employment and other terms and conditions of employment of the members of the bargaining unit.

Pursuant to and as defined in the Certification, the bargaining unit shall include all full time Deputy Sheriff Captains; patrol, jail and technical divisions (currently referred to as Police and Custody Departments) and shall exclude all other titles and employees.

Article 6 **No Strike Pledge**

The union affirms that it does not assert the right to strike nor to assist nor to participate in any strike nor to impose an obligation upon the membership to conduct, assist or participate in any such strike concerning the above bargaining unit.

The Union further agrees to notify all members of their obligation and responsibility for maintaining compliance with this section, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage members violating this section to return to work.

Article 7
Union Security

- A. The Employer agrees to deduct each month Union membership dues, initiation fees and assessments which are required for membership of the proceeding calendar month, for those employees who have authorized such deductions in writing as provided in this Article. Such membership dues, initiation fees and assessments, shall be limited to those levied by the Union in accordance with the Constitution and by-laws of the Union. Deductions shall be made from the pay of each employee who is or who becomes a member of the Union within the scope of the Bargaining Unit and covered by this Agreement, provided such employee voluntarily authorizes the Employer to do so in accordance with the Union's Checkout Authorization Form. Deductions in accordance with the above shall commence within thirty (30) days of such authorization.

Deductions for any week in a calendar month shall be remitted to the International Treasurer of the United Steelworkers of America or its successor, at the address which he authorizes for this purpose as soon as practicable on a regular monthly basis after the deduction is made together with a list of those for whom deductions have been made and the amount of such deductions.

The Employer further agrees that the United Steelworkers of America, AFL-CIO-CLC, having been recognized as the exclusive representative of the bargaining unit as set forth herein shall be entitled to have deductions made from the pay of each employee of the bargaining unit who are not members of the Union the amount equivalent to the membership dues levied by the Union and remitted monthly to the Union in accordance with the New York State Civil Service Law.

The fiscal officer for the Employer making such deductions will transmit these amounts to the International Treasurer of the United Steelworkers of America or its successor, at the address which he authorizes for this purpose. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of the United Steelworkers of America.

B. **Indemnification**

The Union shall indemnify and save Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purposes of complying with paragraph (a). The Union shall promptly refund to the member any funds received in accordance with this agreement which are in excess of the amount of dues or other deductions as outlined by its By-Laws and/or Constitutional procedures, which the Employer has agreed to deduct.

Article 8
Unit Chairperson

The Union may designate one (1) member of the bargaining unit or when unavailable his/her authorized designee as its Unit Chairperson. The Unit Chairperson shall be granted a reasonable amount of time to confer with the Employer regarding terms and conditions of employment, upon prior approval of the Sheriff or his/her authorized designee whenever practical. The Union shall provide the Employer through the Division of Employee Relations, with written notification of the name of the Unit Chairperson, his/her authorized designee, and any change in either.

Article 9
Union Business - Administrative Leave

The Employer agrees to authorize through the express and written consent of the Sheriff or an authorized designee, one (1) member covered by this agreement, administrative leave at the member's regular rate of compensation for the sole purpose of attending official union business conferences, sub-district or district conferences or conventions limited to a maximum of seven (7) days per calendar year.

Written request for such approved time off shall be forwarded to the Sheriff by the duly authorized representative of the Union at least ten (10) working days prior to the date of the time requested.

The Employer reserves the right to refuse administrative leave for any member at any time and agrees to accept a request for replacement of any such member.

Article 10
General Representative

An International Union Representative of the United Steelworkers of America, AFL-CIO-CLC may enter the Employer's property by prearrangement with the Employer to discharge the duties as the collective bargaining representative.

Article 11
Bulletin Boards

The Employer will provide the Union with bulletin board space on which to post (a) official Union notices and (b) notices required by law. The Union may also post other notices as the Sheriff may expressly and specifically approve with a copy forwarded to the Division of Employee Relations. All notices or other matter will be nondefamatory and non-political in nature.

Article 12
Information Notification
New/Change in Job Titles

The Employer agrees to notify the Union of new job titles that have been established and included as part of the bargaining unit and current bargaining unit job titles that have been reclassified. The Employer agrees to discuss changes as part of the Joint Labor/Management Program under Article 25 of this agreement.

Article 13
Union By-Laws and Constitution

The Union agrees to provide the Employer a copy of its by-laws and constitution and any amendments thereto.

Article 14
Seniority

For definition purposes a member's seniority/anniversary date shall be computed from the time of his/her employment by the Employer.

Article 15
Hours of Work

A. Regular Work Day

A regular work day shall be defined as eight (8) consecutive hours in any one twenty-four (24) hour period.

B.

1. Members shall be scheduled within the following patterns as determined by the Employer.
 - a. Five (5) regular work days in any seven (7) calendar day period
 - b. Four (4) regular work days in any six (6) calendar day period
 - c. Six (6) regular work days in any nine (9) calendar day period
 - d. Other patterns as may be mutually agreed upon by the member and the Employer
2. The Employer agrees to provide reasonable notice to members in the event of schedule changes.

Article 16
Salaries

1. Salary Schedules

- a. Effective upon adoption of this agreement by the Onondaga County Legislature and retroactive to the first bi-weekly payroll period after January 1, 2001, the following Salary Schedule A shall apply to all members on the payroll as of the date of ratification of this agreement by the Union. (June 3, 2002).

2001 Salary Schedule A

	<u>A</u>	<u>Z</u>
(Annual)	\$52,457	\$54,049
(Bi-Weekly)	\$2,017.57	\$2,078.82

- b. Effective upon adoption of this agreement by the Onondaga County Legislature and retroactive to the first bi-weekly payroll period after January 1, 2002, the following Salary Schedule B shall apply.

2002 Salary Schedule B

	<u>A</u>	<u>Z</u>
(Annual)	\$54,424	\$56,076
(Bi-Weekly)	\$2,093.23	\$2,156.77

- c. Effective with the first bi-weekly payroll period after January 1, 2003, the following Salary Schedule C shall apply.

2003 Salary Schedule C

	<u>A</u>	<u>Z</u>
(Annual)	\$56,465	\$58,179
(Bi-Weekly)	\$2,171.73	\$2,237.66

2. New Hires

Members who are hired or promoted into the bargaining unit shall be slotted into Step A of the Salary Schedule in effect on such date of hire or promotion. Upon the completion of two (2) years of service in the bargaining unit, the member shall be slotted into Step Z of the salary schedule in effect at that time. Effective with the commencement of the first full payroll period after adoption of this agreement by the Onondaga County Legislature, upon the completion of six (6) months of service in the bargaining unit, the member shall be slotted into Step Z of the salary schedule in effect at that time.

3. The bi-weekly salary set forth in Salary Schedule A above shall be defined and applied as the basic unit of pay purposes of compensation under this agreement.

Article 17
Overtime Compensation

- A. Where a member is required by the Sheriff or by a Court or administrative agency in accordance with the current practice to work beyond the regular work schedule, the Employer agrees to provide compensatory straight time off equivalent to the time worked beyond the regular work schedule. Civil Court appearances shall not be considered required by the Sheriff for overtime purposes. The current practice of a fifteen (15) minute roll call time and time spent on any late call that does not extend at least one (1) hour beyond the regular work day shall not be included for overtime compensation. Members who receive training while on their regular work schedule shall receive their regular rate of compensation.
- B. Member shall be entitled to request earned compensatory time off subject to the staffing needs of the the department or a particular unit or division thereof and shall be taken only after the approval of the Sheriff or his authorized designee. Such compensatory time shall be taken within three (3) payroll periods following the payroll period in which the compensatory time was earned. Failure to request compensatory time off within three (3) payroll periods will result in an automatic conversion to payment on a pro rata basis of the annual salary as calculated by the Employer.

Article 18
Holiday Premium

- A. When a member covered by this agreement is scheduled to work on an official holiday listed below, said member shall be paid eight (8) hours straight time pay in addition to the member's regular day's pay and any other premium so earned.
- B. A member whose scheduled day off falls on an official holiday listed below shall be entitled to eight (8) hours straight time pay at the member's regular rate of compensation.
- C. For purposes of this article, the following are official holidays:

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

- D. In order to be eligible for holiday pay as defined in (a) and (b) above, members must actually work his/her last scheduled work day prior to the holiday, the holiday when required to work, and his/her first scheduled work day subsequent to the holiday unless excused by the Sheriff or his/her authorized designee.
- E. Payment of holiday pay to eligible members shall be made by the County in the form of a lump sum separate check issued between the last pay day in November and the first pay day in December of each contract year including Christmas Day holiday pay subject to subsequent audit for eligibility. Overpayment for non-eligibility shall be recovered by the County through payroll deduction.

Article 19
Bonus in Lieu of Premium Compensation

Members of the bargaining unit were eligible during the term of the 1991-94 agreement for a bonus payment of \$200 in lieu of payment of premium compensations over the term of that agreement. The bonus was paid in a separate check on February 15, 1994.

Article 20
Mileage and Parking Reimbursement

A. **Mileage Reimbursement**

Members who, upon the sole direction and requirement of the Employer use their personal vehicle in pursuit of business on behalf of the Employer shall be reimbursed for incurred mileage expenses at the rate of twenty-one cents per mile.

B. **Parking Reimbursement**

1. Members who, upon the sole direction and requirement of the Employer use their personal vehicles in pursuit of business on behalf of the Employer on a regular and consistent basis may be eligible for parking reimbursement.

Eligibility shall be determined on the basis of required use or availability 50 percent or more of the work time in any month for which the reimbursement is claimed.

2. Eligible members shall be reimbursed for incurred parking expenses up to the rate established for the Public Safety Building/Everson Lot B. Reimbursement shall be made to eligible members at the rate of one month or a three month basis upon submission of a receipt for such expenses. In the event a member who has been reimbursed becomes ineligible or separates from employment the member shall return the parking permit to the Employer at its request or shall have the balance of the reimbursement returned to the Employer by payroll deduction.

C. **Payment**

1. The Employer shall not be required to pay claims for mileage or parking reimbursements submitted to the Employer more than sixty (60) calendar days after the month being claimed for reimbursement.
2. The Employer at its discretion may promulgate reasonable rules, regulations and procedures for payment of the reimbursements which will not be inconsistent with the terms of this article.

Article 21
Retirement

- A. The Employer agrees that the benefits of Section 89(b) of the Retirement and Social Security Law of the State of New York will be provided to eligible members. Eligible members shall be those certified by the Sheriff as being engaged in criminal law enforcement activities.
- B. Members shall be required to comply with and participate in any application process for disability retirement benefits initiated by the Employer.

Article 22
Employee Leave Benefits

- A. Employee leave benefits defined as and limited to personal leave, jury duty leave, bereavement leave, vacation leave, sick leave, childbirth leave, terminal leave, extended sick leave, leave for civil service examinations and other general provisions for leave of absence without pay as set forth in the Onondaga County Employee Handbook in effect on March 26, 1996 except as modified herein, shall apply to all members of the bargaining unit.
- B. All rules and regulations currently in effect pertaining to use or administration of employee leave benefits shall apply to all members of the bargaining unit
- C. Accrual and usage of any and all employee leave benefits is prohibited while a member is receiving benefits pursuant to Section 207(c) of the New York State General Municipal Law.
- D. Summary of leave benefits and levels are:

Vacation Leave (accrued and pro-rated according to Appendix D)

Days/Years of Service

1-5 years	-	11 days
5-15 years	-	16 days
15 years	-	21 days
Maximum Accumulation	-	30 days

Personal Leave (accrued and pro-rated according to Appendix D)

3 days per year

Sick Leave (accrued and pro-rated according to Appendix D)

Members shall earn sick leave credits up to a maximum of ten (10) days per calendar year.

Sick leave credits shall not be earned unless the employee is on full pay status for at least fifty (50) percent of the working days during the payroll period. Days during which the employee is using accumulated sick leave credits shall not be considered as days on full pay status for purposes of earning sick leave.

Maximum Accumulation - 165 days.

Extended Sick Leave

5 years of service	-	1 calendar month
10 years of service	-	2 calendar months
15 years of service	-	3 calendar months

Bereavement Leave

Days/incident	
Immediate Family	- 4 days
Near Relative	- 1 day
Grandparent	- 2 days
In-Laws	- 2 days

Terminal Leave

Max/Lump Sum	- 21 days
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Other Leaves - (refer to handbook)

Jury Duty	- (refer to handbook)
Civil Service Examinations-	refer to handbook)
Childbirth	- (refer to handbook)
General	- (refer to handbook)

Members who are absent from duty and using sick leave, extended sick leave, leave without pay or placed on injured on duty status (IOD) are required to submit physician's verification of continued disability for duty after the first thirty (30) days of such absence from duty and after each succeeding thirty (30) days absence from duty unless otherwise ordered by the Sheriff.

Article 23
Rest/Meal Breaks

Members will continue to be permitted an appropriate meal break and rest break during the course of each regular work day in accordance with present practices.

Article 24
Health and Dental Benefits

A.. Health Benefits

Onondaga County Health Benefits Program

The Employer agrees to provide health benefit coverage to all members of the bargaining unit who submit the requisite enrollment card under the Onondaga County Health and Wellness Program (hereinafter "OnPoint Program").

Enrolled members shall contribute in the amount equal to ten (10) percent per month of the premium equivalent rate established for the OnPoint Program for individual coverage and ten (10) percent per month of the premium equivalent rate established for family coverage. The Employer shall collect such contributions by payroll deductions.

The OnPoint Program shall establish eligibility for health benefit coverage on the first day of the fourth month following the date of active employment or application for enrollment. The OnPoint Program shall provide that health benefit coverage shall terminate at the end of the calendar month in which eligibility or employment terminates.

Members of the bargaining unit who retire during the term of this agreement shall be eligible for membership in the OnPoint Program provided that the member meets the qualifications established by the Employer for eligibility. Such qualified members shall contribute in the amount equal to fifteen (15) percent per month of the premium equivalent rate established for the OnPoint Program for individual coverage and fifteen (15) percent per month of the premium equivalent rate established for family coverage.

B. Health Maintenance Organization

Members shall be offered the option to participate in a qualified health maintenance organization (HMO). The Employer shall not be liable for costs of the HMO in excess of the premium equivalent rate of the OnPoint Program and any and all excess premium shall be contributed by the individual participating member.

C. Dental Benefits

The Employer agrees to provide dental benefits coverage, as set forth below, to members of the bargaining unit who submit the requisite enrollment card under the Onondaga County Dental Program (hereinafter the "Program") currently provided through Blue Cross/Blue Shield Prime Custom Plan.

Regular full time members may enroll for individual coverage and shall contribute 35% of the premium or premium equivalent rate established by the Program for individual coverage. Regular full time members may enroll for family coverage (including eligible dependants as defined by the Program) and shall contribute 35% of the premium or premium equivalent rate established by the Program for family coverage.

The contributions shall be made retroactive to the first pay period of 2001.

D. Limitations

1. The Employer reserves the right to self-insure, alter benefit plans or change benefit carriers provided that any new plan or change shall be substantially the same as or improve the coverage and/or benefits as provided herein.
2. No member shall be eligible for health and dental benefits provided herein both as a member and as a dependent or if enrolled as a dependent under any other health or dental benefit program provided by or offered through the Employer.

Article 25
Joint Labor-Management Program

With the express purpose of fostering a harmonious relationship, the Employer and the Union shall establish a Joint Labor/Management Program for the purpose of providing communication between the respective administrators and members for attempted resolution of employment problems including, but not limited to health and safety matters.

Article 26
Productivity/Efficiency

The Employer and Union hereby agree and recognize that the delivery of essential municipal law-enforcement services in the most efficient, effective and courteous manner is of paramount importance.

The Union recognizes the Employer's right and responsibility to maximize such services to the community through the implementation and/or revision of performance standards, norms and levels, work measurement procedures and performance appraisal systems, subject to the terms and conditions of this agreement.

The Employer recognizes the importance of having the Union involved as the representation of the members of the bargaining unit to assure success of these programs as well as to assist in the development and implementation of such matters covered herein in an appropriate committee format.

Article 27
Employee Investigation Procedure

The members of the Onondaga County Sheriff's Department hold a unique status as public officers in that the nature of their office and the performance of their duties involves the exercise of a portion of the police power of the State.

The security of the County, its citizens and its several communities depends to a great extent upon the manner in which Onondaga County Sheriff's Department members perform their duties. The performance of those duties involves those members in sundry relationships with the public.

Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions require prompt investigation by a superior officer designated by the Sheriff or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing the protected and individual rights of each member of the Department, the internal investigation procedure in the Onondaga County Sheriff's Department shall be handled as follows, but not limited to:

1. Investigatory interviews of any department member shall be at a reasonable hour, and the employee shall be offered the opportunity to be represented by the person of his choice. The investigatory interview shall take place preferably when the member is on duty and during the light hours, unless the circumstances of the investigation dictate otherwise, which should be determined by the Command Officer of the department.
2. The member of the department shall be advised of the name and command of the investigating officer and the identity of all persons present during the investigatory interview. Investigatory interviews shall not exceed two investigators at any one time.
3. The investigatory interview shall take place at a location designated by the Sheriff or officer in charge of the investigation.
4. The member of the department shall be informed of the nature of the investigation before any investigatory interview commences. Sufficient information or reasonable appraisal to the member regarding the allegations must be provided by the officer in charge of the investigation. If it is known if the member of the department is being investigated as a witness only, he should be so informed.
5. All investigatory interviews should be completed with reasonable dispatch and time should be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
6. If the member is a suspect or a target of a criminal investigation, he shall be completely informed of all his constitutional rights prior to the commencement of any investigatory interview.
7. The complete investigatory interview of the member shall be recorded, mechanically or by a stenographer, upon the request of either the member or the Sheriff. When the investigatory interview is recorded mechanically or by a stenographer there will be no "off the record" questions or discussions and all recesses called during the questioning shall be noted in the record.
8. The member shall be given an exact copy of any written statement he/she may execute or if the questioning is mechanically or stenographically recorded the member shall be given access to the same.

9. The refusal by any member of the department to answer any pertinent question, even though noncriminal in nature, that narrowly, specifically relates to the performance of his or her duties may result in disciplinary action.
10. When a member is informed that he/she is in an apparent intoxicated condition when reporting for duty or while on duty, he/she shall submit to a blood test, urine or breathalyzer test upon the direction of a superior officer.
11. There will be no polygraphing of any employee within the bargaining unit without his/her consent.

Article 28
Discipline and Discharge

In all cases where a hearing officer is to be appointed by the Sheriff pursuant to Section 75 of the Civil Service Law of the State of New York, the Sheriff agrees to appoint only those hearing officers:

- a. that are licensed to practice law in the State of New York, and
- b. that are not employed by the State or Federal government or any of the civil divisions of the State, and
- c. That charge a usual, reasonable and customary fee for purposes of this Article of \$50 per hour or less.

In the event the Sheriff is unable to secure hearing officers who meet all the above criteria, the Union may suggest names of hearing officers meeting the above criteria, subject to the review and approval of the Sheriff. The Sheriff shall not be bound by any suggestion of a hearing officer made by the Union whose per hour fee exceeds \$50 per hour. The Union agrees to pay the difference between the actual per hour fee and \$50 for all hours billed to the Sheriff.

Article 29
Grievance Procedure

The Union shall have the right to present grievances to the Employer on behalf of a member(s) of the bargaining unit, hereinafter referred to as grievant(s), free from interference, coercion, restraint, discrimination or reprisal and shall be permitted to represent the member at all stages of the procedure set forth in section (b) of this Article. An earnest effort shall be made to settle grievances promptly and in accordance with the provisions of this Article.

A. Grievance Definition

A grievance is defined as a claimed violation, misinterpretation or an inequitable application of a specific and express term of this agreement. It is agreed by and between the parties that any member covered by this agreement working in a probationary status as defined by Civil Service Law may be terminated from such status at the sole discretion of the County and shall not have the right to challenge such action pursuant to the grievance procedure as contained herein. No member may challenge or dispute any disciplinary action or dismissal under the grievance procedure as contained herein.

No grievance or claims relating, directly or indirectly, (a) to any disciplinary action, termination, or dismissal or any member covered by this agreement, or (b) to any rules or regulations which are or may be promulgated by the County and/or Sheriff, the violation of which may subject a bargaining unit employee to discipline, termination or dismissal, shall in either case be subject to the grievance procedure or arbitration under the contract. It is further agreed that no arbitrator's decision rendered under the contract on any other issue shall be admitted into evidence, or considered, in any civil service, court or PERB proceeding relating to disciplinary action, termination or dismissal of any employee covered by this agreement.

B. Procedure

The time limits set forth in the Article are of the essence. They may, however, be extended by mutual written agreement of the parties. The failure of the grievant to proceed within the time limits set forth or to comply with the procedure established in this section shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure.

All grievances shall be initiated in writing on Union letterhead or grievance form within ten (10) working days after the grievant knows or should have known of the act which constitutes the grievance. For purposes of this Article, working day(s) means all days other than Saturday, Sunday or legal holidays as celebrated by the Employer. Saturdays, Sundays and legal holidays shall be excluded in computing the number of working days in which action must be taken in any step of the grievance procedure. A grievance may be discussed and resolved verbally between the member and Division Chief/Undersheriff prior to the initiation of a written grievance, however, the time limits for initiating a written grievance shall continue to toll unless otherwise agreed.

Step 1 - Department Chief/Undersheriff

A grievance initiated in accordance with the foregoing procedure shall be filed and discussed with the grievant's Department Chief/Undersheriff. The grievant and the Department Chief/Undersheriff will attempt to resolve the grievance. The Department Chief/Undersheriff shall respond in writing within seven (7) working days from the date of the discussion with the grievant.

Step 2 - Sheriff/Sheriff's Designee

- A. In the event that the grievance is not resolved under Step 1, the grievant may request in writing within five (5) working days from the date of the answer in Step 1 for a review of the alleged grievance with the Sheriff or authorized designee.
- B. The Sheriff or authorized designee shall, within ten (10) working days following said request, schedule and hold a review of the matter at which time the grievant and his representative, if any, may appear and present oral and written statements with respect to the grievance. Thereafter, the Sheriff or authorized designee shall answer in writing within ten (10) working days from the date of the review.

Step 3

In the event that the grievance is not adjusted under Step 2, the grievant shall notify the Employer through the Division of Employee Relations within ten (10) working days from the date of the Step 2 answer. Thereafter, the Director of Employee Relations shall schedule a meeting with the grievant, the Grievance Chairperson and International Representative, if any, within ten (10) working days after the notification from Step 2. Within ten (10) working days after the conclusion of the Step 3 meeting, the Director of Employee Relations shall render his decision in writing to resolve the matter.

Step 4

- A. In the event that the grievance is not resolved at the conclusion of Step 3, the United Steelworkers of America may request in writing with a copy to the Division of Employee Relations the appointment of an arbitrator from the American Arbitration Association, Federal Mediation and Conciliation Service or the New York State Public Employment Relations Board within ten (10) working days after receipt of the decision rendered at the conclusion of Step 3.
- B. It is understood by the parties that the cost of such arbitration shall be borne equally by the parties, with the exception of the agency's initial fee, if any, which shall be the obligation solely of the demanding party.
- C. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of the agreement or any amendment or supplement thereto or to add new provisions of this agreement or any amendment or supplement thereto.
- D. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision.
- E. The findings, conclusions and recommendations of the Arbitrator for resolution of the grievance shall be binding on all parties to the proceeding. Awards may not be retroactive beyond forty-five (45) calendar days prior to the initiation of the alleged grievance with the County.
- F. The Arbitrator's decision shall be rendered in accordance with the time limits of the arbitration administration agency selected.

Article 30
Rules and Regulations

In order to continue practices which are fair and consistent the Employer agrees to provide the Union with a copy of the County/Sheriff work rules or regulations which affect terms and conditions of employment, the Onondaga County Employee Handbook and the Onondaga County Sheriff's Department Duty Manual and any revision to such for its review and consideration prior to implementation.

Article 31
Personnel File

The Employer shall maintain an official personnel file for each member of the bargaining unit. Individual personnel files shall be kept confidential. Members shall have the right to review their personnel file upon reasonable advance notice to the Employer and to be accompanied by an advisor of their choice during the review. Copies of any material in an employee's personnel file shall be provided to the employee upon his/her request.

Article 32
Secondary Employment

- 1)
 - A. Members who engage in employment outside that of the Employer understand and agree that their employment with the Employer is of basic and primary importance, that secondary employment shall not interfere or conflict with their employment with the Employer and that secondary employment shall not inhibit or impede the efficient and effective performance of their job duties, responsibilities or attendance.
 - B. Members may engage in extra work for another employer or be self-employed outside his/her regular schedule of duty and not exceeding (20) hours per week. The Employer shall have the right to obtain information as to the name of a member's secondary employer, the member's duties or job description and the number of hours worked for that employer. No other information as to secondary employment may be required by the Employer.
 - C. The Employer agrees to consider requests to engage in secondary employment which exceeds the 20 hour limitation due to the seasonal, short-time or otherwise unique nature of employment. Such requests shall not be denied without reasonable cause.
 - D. The Employer shall have the right to suspend or rescind secondary employment authorizations ("work permits") issued in connection with work involving the capacity of a Deputy Sheriff or for work which exceeds the physical or mental condition of the injured member, upon a determination that a member is eligible for benefits under 207c of the General Municipal Law or the Workers Compensation Law.
- 2) Effective upon adoption of this agreement by the Onondaga County Legislature, the following provisions shall apply:
 - A. The Sheriff agrees to authorize members covered by this agreement to engage in extra work for another employer outside their regular hours of duty and not to exceed twenty (20) hours per week or be self-employed and not to exceed twenty (20) hours per week provided that all of the following conditions are met:

1. that such extra work does not interfere or conflict with the performance of regular duties as members of the Onondaga County Sheriff's Office; and
 2. that such extra work does not interfere or conflict with members availability for emergency duty; and
 3. that such extra work does not affect members physical condition to the extent that it impairs their ability to efficiently perform their job duties; and
 4. that members sign and submit a completed Onondaga County Sheriff's Office Secondary Employment Permit form (attached as Appendix E of this Agreement) or Onondaga County Sheriff's Office Secondary Employment Notification Form (attached as Appendix F of this Agreement), whichever is applicable; and
 5. that secondary employment sought by members and their participation in secondary employment comply with all the terms and conditions set forth on the Secondary Employment Permit or Secondary Employment Notification Form, whichever is applicable, as determined by the Sheriff.
- B. The Sheriff reserves the right to waive any of the provisions contained within this article.
- C. Secondary Employment Permits may receive a temporary approval or denial by the Department Chief pending final approval or denial within three (3) work days after submission by the member. Any Secondary Employment Permits that are denied must have reasons stated in writing to the member. Members may appeal the decision to deny the Secondary Employment Permit to the Undersheriff within three (3) work days after receipt. Such appeal must be in writing and contain all information, facts, and reasons for the appeal. A written response to the appeal shall be made to the member, with reasons if the denial is upheld, within five (5) work days after receipt of the appeal.
- D. Any secondary employment that is in a non-uniformed capacity or does not involve the performance of security duties will not require obtaining a Secondary Employment Permit. Members shall be required to sign and submit a Secondary Employment Notification Form (attached as Appendix C of this Agreement) to the Department Chief prior to the commencement of such secondary employment.
- E. Members shall not commence any secondary employment unless and until the Secondary Employment Permit is approved or the Secondary Employment Notification Form has been submitted, whichever is applicable.

Article 33
Physical Examinations

During each contract year, members shall be permitted to exchange one (1) accrued sick leave day in return for reimbursement by the Employer for the cost of one (1) physical examination. Examinations must be conducted by a duly licensed medical doctor. Reimbursement by the Employer shall be limited to the cost of the examination or the value of the sick leave day, whichever is less.

Article 34
Fitness for Duty

- A. The Employer shall have the right to impose reasonable limitations on the range of activities and physical mobility and location of a member (including travel outside of the geographic boundary of Onondaga County and relative to compliance by the member and verification of compliance by the Employer with such limitation) upon a determination that a member is eligible for benefits under 207c of the General Municipal Law.
- B. The Employer and Union agree that maintaining physical fitness for duty shall be a mandatory condition of employment for members of the bargaining unit. The Employer shall have the right to determine, implement and revise standards for physical fitness for duty. Such standards shall be age-related and reasonable in nature. The Union shall be permitted to provide input and contribute information as to the development and design of the standards. Members shall be afforded a reasonable period of time to meet the standards or any changes in standards implemented by the Employer. The Employer shall have the right to examine or test a member in order to determine whether a member meets the standards or that, upon reasonable belief, the physical fitness for duty of a member is limited. The participation of a member in such examination or test shall be mandatory.
- C. Members shall be required to comply with and participate in the County of Onondaga Drug and Alcohol Testing Policy as promulgated by the Employer and any revision thereto.

Article 35
Conformity to Law

This agreement and its component provisions are subordinate to any provision of current or future laws or regulations. Therefore, when any applicable Federal or New York State law or regulation or final decision of any court affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision. Otherwise, this agreement shall not be affected.

Article 36
Ratification of Agreement

- A. It is understood and agreed by the parties that no provision contained within this agreement shall be binding upon either party until this agreement has been duly ratified and executed by the Union, duly executed and approved by the Employer and adopted by the Onondaga County Legislature in accordance with Article 14 of the New York State Civil Service Law.

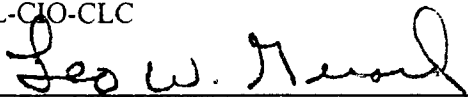
Article 37
Terms of Agreement

The terms of this agreement and each of its provisions shall be effective as of the date of adoption by the Onondaga County Legislature and continues in full force and effect until **December 31, 2003**. Retroactivity of benefits and provisions shall be as specifically and expressly provided herein.

Article 38
Amendment and Renewal

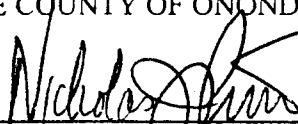
The Union shall provide the Employer with written notice of its intent to modify or amend any provision of or terminate this agreement at least sixty (60) days prior to its expiration. Such notice shall be made to Director of Employee Relations, Onondaga County Department of Personnel - Division of Employee Relations, J. H. Mulroy Civic Center - 13th Floor, 421 Montgomery Street, Syracuse, New York 13202.

FOR THE UNION:
UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

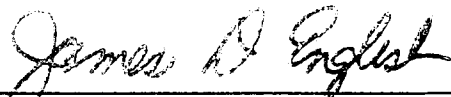


Leo W. Gerard
International President

FOR THE EMPLOYER:
THE COUNTY OF ONONDAGA



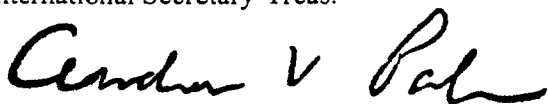
Nicholas J. Pirro, County Executive



Jim English
International Secretary-Treas.



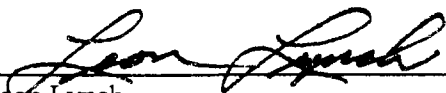
Kevin E. Walsh, Onondaga County Sheriff



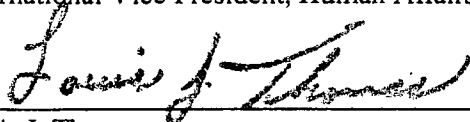
Andrew Palm
International Vice President, Administration



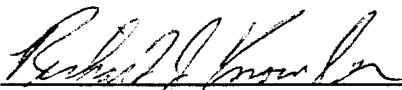
Peter Troiano, Director of Employee Relations



Leon Lynch
International Vice President, Human Affairs



Louis J. Thomas
Director, District 4



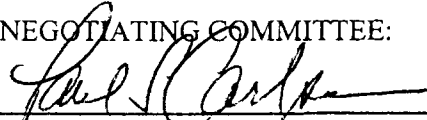
Richard J. Knowles
Subdistrict Director

DATED THIS 15TH DAY OF

NOVEMBER, 2002 AT

SYRACUSE, NEW YORK

NEGOTIATING COMMITTEE:



Paul Carlson, Local Union President

APPROVED AS TO FORM:

COUNTY ATTORNEY

APPENDIX A

Memorandum of Understanding

Compensatory Time

During negotiations for the 1994-1997 collective bargaining agreement the Salaried Employees of North America - United Steelworkers of America (hereinafter "Union") and the County of Onondaga (hereinafter "Employer") engaged in considerable discussion concerning the accrued balance of compensatory time carried by members of the bargaining unit. While the provision of Article 17, Overtime Compensation, provide a resolution on a prospective basis, the issue of accumulated compensatory time balances warrants further discussion by the parties.

The Employer and Union agree that current accumulated compensatory time balances shall remain protected and safeguarded during the term of the collective bargaining agreement. The parties further agree during the term of the contract to consider and discuss ways, means and methods as to how best to approach and deal with the matter of accumulated compensatory time balances.

FOR THE UNION:

FOR THE EMPLOYER:

Date

Date

APPENDIX B

Memorandum of Agreement

Bargaining Unit Work - Civil Division

THE UNION AGREES THAT IT SHALL NOT CLAIM OR ASSERT THAT THE WORK CONSISTING OF THE COMMAND OF THE CIVIL DIVISION OF THE ONONDAGA COUNTY SHERIFF'S DEPARTMENT IS EXCLUSIVELY BARGAINING UNIT WORK NOR SHALL IT CHALLENGE OR CONTEST ANY DECISION OF THE EMPLOYER CONCERNING THE ASSIGNMENT OF SUCH WORK TO NON-BARGAINING UNIT PERSONS.

THIS AGREEMENT SHALL NOT CONSTITUTE A PRECEDENT CONCERNING THE USE OF NON-BARGAINING UNIT PERSONS IN ANY OTHER AREA/UNIT WITHIN THE ONONDAGA COUNTY SHERIFF'S DEPARTMENT REGARDING THE EXCLUSIVITY OF BARGAINING UNIT WORK.

S.E.N.A. HEREBY RETAINS ALL OF ITS RIGHTS AND REMEDIES IN ANY ACTION AND/OR PROCEEDING WHICH MAY BE BROUGHT IN THE FUTURE CONCERNING THE SHERIFF OF THE COUNTY OF ONONDAGA'S TRANSFER OF BARGAINING UNIT WORK IN ANY OTHER AREA AND/OR UNIT WITHIN THE ONONDAGA COUNTY SHERIFF'S DEPARTMENT.

FOR THE UNION:

FOR THE EMPLOYER:

Date

Date

APPENDIX C

RICHARD KNOWLES LETTER
RE: DEFERRED COMPENSATION/DIRECT DEPOSIT

Dear Dick:

During negotiations for our current collective bargaining agreement, the parties engaged in discussions concerning the development and implementation of a deferred compensation program and direct deposit system for payroll checks for members of this bargaining unit.

The parties understand that the dimensions of these issues, although of great importance to the membership of this unit, would necessarily encompass other employee groups as well as aspects of the employer's payroll system.

The parties agree that, in the event the Employer develops and implements either program or both, the parties will meet to negotiate the inclusion of this bargaining unit for purposes of participation in these programs.

Sincerely,

Peter Troiano
Director of Employee Relations

PT/pak

AGREED AND CONFIRMED:

BY: _____

TITLED: _____

DATE: _____

APPENDIX D

ARTICLE 22

EMPLOYEE LEAVE BENEFITS

Applies for accrual and proration of sick leave, personal leave, vacation leave and computation of terminal leave.

EMPLOYEE SCHEDULE	VACATION LEAVE				SICK LEAVE		PERSONAL LEAVE			
	11 days		16 days		21 days		10 days		3 days	
(Per 2 week Period)	1st anniversary - 4th anniversary		5th anniversary - 14th anniversary		15th anniversary and thereafter					
FULL TIME (80 hours)	3.39	88.00	4.93	128.00	6.47	168.00	3.08	80.00	.93	24.00
	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year

Note: Leave time may not be used in increments of less than 15 minutes (.25)
 .25 = 15 minutes .50 = 30- minutes .75 = 45 minutes