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Council 82 Local 2390 (Correction
Division)

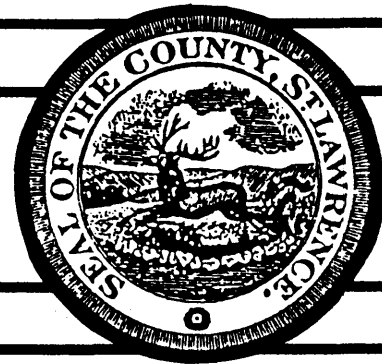
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AGREEMENT

BETWEEN THE
COUNTY OF ST. LAWRENCE



- AND -



COUNCIL 82, AFSCME

Local No. 2390
ST. LAWRENCE COUNTY

RECEIVED
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2001 - 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

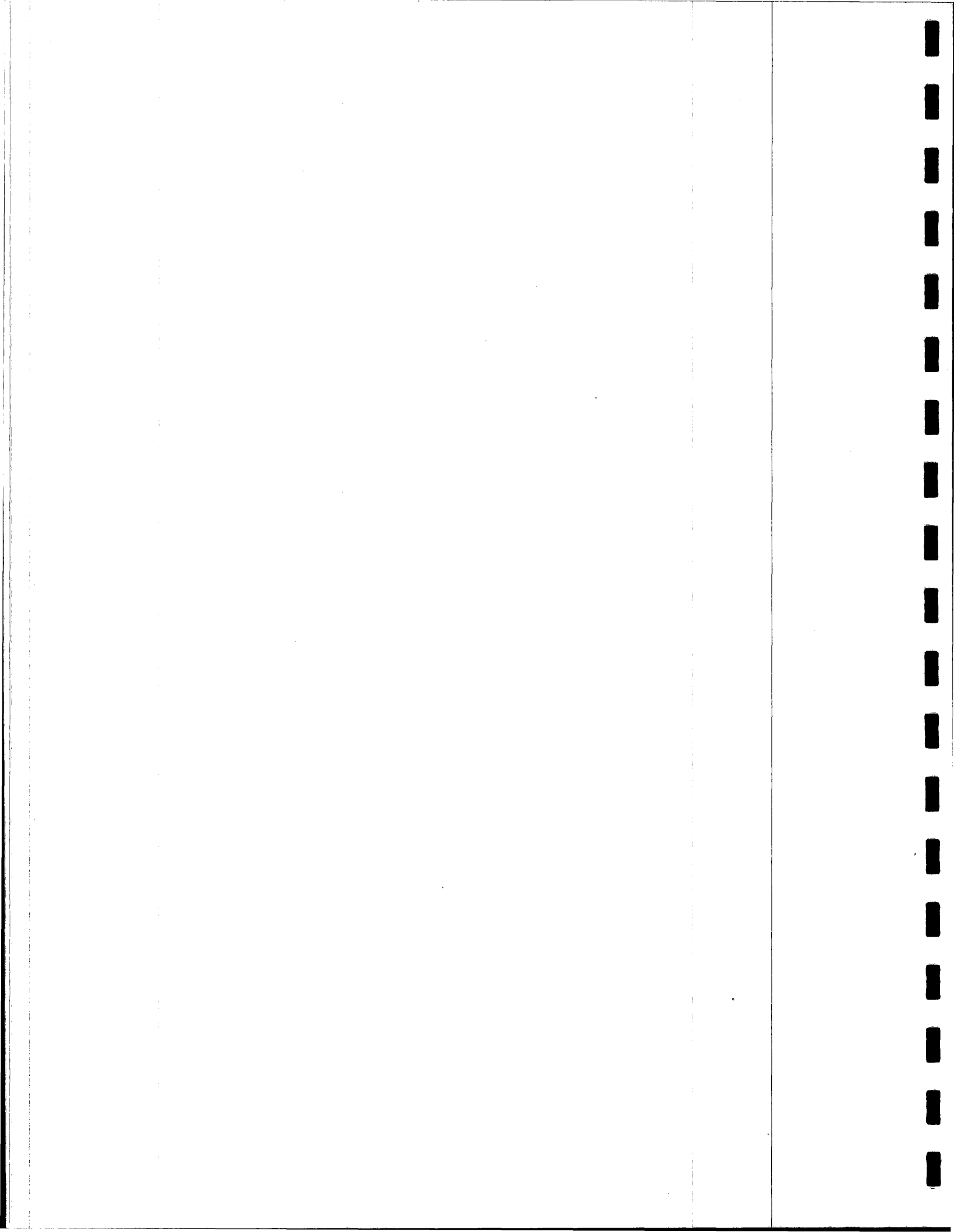


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ARTICLE I: PREAMBLE

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

ARTICLE II: RECOGNITION

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

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

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

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

ARTICLE III: COLLECTIVE BARGAINING UNIT

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

- | | |
|----------------------------|-------------------------------|
| 1. Sheriff | 8. Chief Civil Deputy |
| 2. Under-Sheriff | 9. Secretary to Sheriff |
| 3. Deputy Sheriff - Warden | 10. Deputy Sheriff |
| 4. Boat Operator | 11. Deputy Sheriff Sergeant |
| 5. Snowmobile Operator | 12. Detective |
| 6. ATV Operator | 13. Detective Sergeant |
| 7. Court Attendant | 14. Dispatchers - E911 Center |

Section 2. Any person hired part-time who either works 20 hours per week, or less, or who works 1,040 hours per year, or less, shall not be members of this bargaining unit and shall not be subject to the terms and conditions of employment between St. Lawrence County and Council 82 - Local 2390.

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

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

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

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

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

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

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

Section 10. Time Off With Pay

(a) Time off with pay shall be granted by the Sheriff or his designee to appointed Association representatives to attend official Association functions. However, not more than two (2) employees shall be granted time off at any one time, and not more than a total of ten (10) employee days shall be granted per year for Association functions.

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

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

Section 12. Labor-Management Program

- (a) The County and the Union agree to establish a joint Labor-Management Committee for the purpose of providing communication, discussion and resolution of problems arising from the interpretation and administration of said contract and other conditions or terms of employment.
- (b) The Labor-Management Committee shall be composed of three (3) members appointed by the Chairman of the St. Lawrence County Legislature. The Union President will appoint two (2) members in addition to him/herself.
- (c) Both the County and the Union will appoint a Chairman and meetings will be called by mutual agreement of these Chairmen. The Sheriff or his designee shall grant time off to appointed members without loss of pay or charge to leave credits. It is understood that Labor Management meetings may be attended by Council 82 - Local 2390 representatives.

ARTICLE IV: RIGHTS AND RESPONSIBILITIES

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

A. RIGHTS AND RESPONSIBILITIES OF THE COUNTY:

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

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

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

Section 3. Rules and Regulations

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

B. RIGHTS AND RESPONSIBILITIES OF THE UNION:

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

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

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

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

ARTICLE V: ADMINISTRATION OF SALARY PLAN

Section 1. Upon ratification of this agreement, all employees represented herein shall be entitled to the following:

- (a) Effective January 1, 2001, a two and three quarters ($2\frac{3}{4}\%$) wage increase as reflected in Appendix A.
- (b) Effective January 1, 2002, a three percent (3%) wage increase as reflected in Appendix A.
- (c) Effective January 1, 2003, a three percent (3%) wage increase as reflected in Appendix A.
- (d) Effective January 1, 2004, a two and three quarters ($2\frac{3}{4}\%$) wage increase as reflected in Appendix A.
- (e) Cooks shall receive a one-time increase in the amount of \$600, and the Head Cook and Records Officer shall receive a one-time increase in the amount of \$800. This amount will be applied to the base salary of the salary schedule in Appendix A for the Year 2001.
- (f) The Dispatchers will be paid based on the CSEA Contract. See Appendix A.

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

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

Section 3.

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

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

Section 4. The County agrees to pay authorized overtime at time and a half (1 ½) rate. Overtime pay will not commence until after the employee has worked 40 hours per week. Excused absence shall count toward the 40 hours.

Section 5. Authorized overtime will be paid at one and one-half (1½) times the employees annual salary (computed by dividing annual salary by 2,080 hours). The employee who works overtime may elect to take compensatory time off at one and one-half (1½) times the actual hours worked over. Such compensatory time off will be scheduled with prior approval of the Sheriff or his designee.

Employees may carry over up to forty (40) hours of compensatory time each year. Eight (8) of these hours may be converted to personal leave, if requested in writing by the employee, as long as the maximum accrued amount for personal leave (six (6) days or forty-eight (48) hours) is not exceeded. Any unused compensatory time in excess of forty (40) hours not used by the end of the last pay period of the month of December shall be calculated as overtime and paid to the employee.

Please note: Compensatory hours on the time and accrual sheets already include one and one-half (1½) times the number of hours actually worked.

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

Section 7. Employees called in, or required to work, while off duty shall receive pay, calculated at their appropriate rate, for a minimum of four (4) hours. This "forced overtime" shall only adjust the

overtime rotation in the correctional facility if the employee was called in to work in the correctional facility (i.e. court appearances would not adjust the overtime rotation).

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

- (a) A listing of all Correctional Staff members, by job title, will be established.
- (b) In the event that overtime becomes available, officers, by job title, will be called and asked if they want the overtime. Officers who do not want to be on this listing shall submit their request to the Warden to have their name removed. The officer requesting to have his name removed from the overtime list must do so at least five (5) days prior to the posting of the bid period schedule and this request would extend through the duration of the three (3) month bid period.
- (c) If in the event that no off-duty officer accepts the overtime, the overtime will be offered to the preceding shift. If no officer accepts this overtime, then it shall be mandated to the least senior officer and officer of same job title will be assigned to this overtime.
- (d) In the event that a Correction Officer creates overtime and there is no Sergeant assigned to the shift, the Sergeants may be called and asked if they want the overtime.
- (e) In the event that a Correction Officer creates overtime and there is no Control Room Officer assigned to the shift, the off-duty Control Room Officers may be called and asked if they want the overtime.
- (f) This procedure shall also pertain to part-time officers who have worked more than 1,040 hours.
- (g) Officers working mandated overtime shall not be required to work more than eight (8) hours per workweek.

Correctional Facility policy shall be followed.

ARTICLE VI: WORK DAY AND WORK WEEK

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

Section 2. All other employees of the Sheriff's Department shall work an average forty (40) hour work week as per their work schedules, however, they must work a minimum of one hundred sixty (160) hours during any two (2) pay periods. The normal work week for all Civil Department employees shall be Monday through Friday.

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

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

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

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

Section 6. All part-time officers who exceed 1,040 hours during the course of the year shall receive the same benefits as full-time officers and be subject to the same terms and conditions as defined in the contract.

INTENT: It is the intent of this section that once a part-time officer exceeds 1,040 hours that they will receive the same privileges and benefits of a full-time officer and be scheduled a work week as defined in contract. What this would include is shift selection by seniority on shifts that are available to them. It is to be understood that these officers will not be substituted to replace other officers on already defined shifts. This section would also include them in any mandatory overtime situations. This would also include that any time accruals may be used during the period from 1,040 hours to end of year that the officer may have accrued. However, the officer may elect the cash value of any vacation time accrued which will be made payable in the first payment in January of each year. All other terms and conditions would also apply to them.

ARTICLE VII: HOLIDAYS

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

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

Section 3. Holidays to be observed are as follows:

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

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

ARTICLE VIII: VACATIONS

Section 1. (a) Permanent forty (40) hour/week employees shall earn vacation in hours per payroll period in accordance with the following schedule. To earn leave accruals, employees must have been in payroll status for a full payroll period. Employees shall not accrue vacation credit during any period of absence which is compensable under the Workers' Compensation Law or Disability Benefits Law.

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

For employees hired BEFORE January 1, 1998:

1 through 5 yrs. completed service - 15 days annual vacation
6 through 10 yrs. completed service - 20 days annual vacation
11 through 19 yrs. completed service - 25 days annual vacation
20 or more yrs. completed service - 30 days annual vacation

For employees hired AFTER January 1, 1998:

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

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

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

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

For employees hired BEFORE January 1, 1998:

1 through 5 yrs. completed service - 15 days annual vacation
6 through 10 yrs. completed service - 20 days annual vacation
11 through 19 yrs. completed service - 25 days annual vacation
20 or more yrs. completed service - 30 days annual vacation

For employees hired AFTER January 1, 1998:

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

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

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

(d) Employees hired on or after January 1, 1998, who leave County employment for any reason before their first anniversary, lose all vacation accruals. They may not sell them back as outlined in Article VIII, Section 4.

Section 2. (Correctional Division) Request for 32 hours, or more, of vacation leave shall be submitted to the Sheriff, or his designee, during the bidding period in which the vacation is requested with seniority to be considered. Granting or denial of these vacation requests shall be made with the posting of the quarterly shift schedule as defined in Article VI, Section 4.

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

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

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

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

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

ARTICLE IX: SICK LEAVE

Section 1.

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

(b) All employees hired before January 1, 1998, shall earn sick leave at the rate of five (5) hours per payroll period.

(c) All employees hired on January 1, 1998, or after, shall receive sick leave at the rate of two and one-half ($2\frac{1}{2}$) hours per payroll period. After completing four (4) years of service, these employees will receive sick leave as described in Section 1(b) of this article.

(d) Such earnings may be accumulated up to a maximum of one thousand three hundred twenty (1,320) hours.

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

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

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

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

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

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

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

Section 9. Employees who have accrued the maximum of 165 days sick leave credit and who have not used any sick leave during the period from December 15 of the previous year through June 15 of the current year and/or from June 16 of the current year through December 15 of the current year, shall receive two separate lump sum payments of \$500. Employees who receive payments under the provisions of this section, shall not be eligible for payment under the provisions of Section 10. Employees who must use accrued sick leave credit, after accruing maximum sick leave credit, may then become eligible for payments provided for in Section 10.

Section 10. Employees who have not accrued a maximum of 165 days sick leave credit shall receive payments according to the following conditions:

\$300 lump sum payment for each period - no sick leave used during the period from December 15 of the previous year through June 15 of the current year and/or from June 16 of the current year through December 15 of the current year.

\$200 lump sum payment for each period - maximum of one day or total of 8 hours sick leave used during the period from December 15 of the previous year through June 15 of the current year and/or from June 16 of the current year through December 15 of the current year.

\$100 lump sum payment for each period - maximum of two days or total of 16 hours sick leave used during the period from December 15 of the previous year through June 15 of the current year and/or from June 16 of the current year through December 15 of the current year.

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

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

The language in Sections 9 & 10 shall have a sunset clause at the end of this contract and will revert to the language in the 1997-2000 contract at either the Union or County's discretion.

Section 11. Drug Testing

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

Section 12. Sick Leave Bank

Language for implementing a sick leave bank policy will be developed by December 31, 2002. This sick leave bank will allow approved employees to utilize other employees' vacation time. This bank will be managed by the Union; however, the County will approve the movement of time and will approve the usage of the bank on an individual basis based on an employees' medical condition.

ARTICLE X: PERSONAL LEAVE

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

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

Personal leave shall be granted based on seniority. No personal leave may be taken on a holiday. Personal leave may accrue to a maximum of six (6) days.

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

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

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

ARTICLE XI: LEAVE OF ABSENCE

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

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

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

ARTICLE XII: WORKERS' COMPENSATION

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

ARTICLE XIII: HEALTH INSURANCE AND OTHER INSURANCE

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

Section 2. Effective January 1, 1991, the County will assume 100% of the premium charge for the eligible employee's health insurance coverage and 65% of the premium charge for the employee's eligible dependents' health insurance coverage. Also, all employees shall pay an additional \$4 per pay period as a contribution toward such health insurance coverage. The prescription co-pay for the duration of this contract shall be \$3 per prescription. In addition, the Major Medical Deductible shall be \$100 per year for individual and \$300 per year for family. The cost of dependents' life insurance coverage shall be borne by the eligible employee. Effective January 1, 2002, this paragraph becomes obsolete and is superseded by the following paragraph.

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

prescription co-pay shall be \$5 per generic prescription, \$15 per brand name prescription, and \$10 per brand name prescription that does not have a generic equivalent.

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

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

Section 5.

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

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

Section 6. Effective January 1, 1996, the County will increase the yearly and lifetime health insurance limits to \$75,000 and \$500,000 respectively.

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

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

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

ARTICLE XIV: RETIREMENT

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

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

Section 3. The County agrees to pay \$2,000 to any employee who retires after 25 years of service but before 26 years 6 months of service.

Section 4.

(a) Any employee may use the cash value of any unused sick time to pay up to a maximum of two years of health insurance premiums.

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

ARTICLE XV: SENIORITY

Section 1.

(a) Seniority, for contractual purposes, shall commence with the date of first hire by the Sheriff's Department.

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

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

Section 3.

(a) Seniority for the purposes of time off, shift bidding and distribution of overtime shall be time in title in the St. Lawrence County Sheriff's Department.

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

ARTICLE XVI: UNIFORMS

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

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

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

A work uniform consisting of:

3 - pairs of pants	1 - hand cuff carrier
3 - long sleeve shirts	1 - glove pouch
3 - short sleeve shirts	1 - name tag
1 - winter coat	1 - badge (Corrections Officer)
1 - spring/fall jacket	1 - set of collar insignias
1 - set of handcuffs	1 - minimag flashlight
1 - pair of shoes with cost not to exceed \$80.00- replaced as needed every two years	1 - flashlight holder
	1 - baseball style cap
	1 - sweater

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

The employer shall pay each employee, except Cooks and Head Cooks, the sum of \$125 for washing and maintaining their own work uniform. This sum is to be paid in the last pay period in the month of December. Cooks and Head Cooks shall receive \$75 per year.

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

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

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

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

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

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

ARTICLE XVII: MILEAGE & TRAVEL REIMBURSEMENT

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

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

ARTICLE XVIII: LONGEVITY

During the life of this Agreement, a permanent full-time employee will receive \$500 on the anniversary date of his/her 7th year of employment, \$1,000 on the anniversary date of his/her 15th year of employment, and \$1,500 on the anniversary date of his/her 20th year of employment with the County. This is a lump sum, one-time only payment.

ARTICLE XIX: HAZARDOUS DUTY BENEFIT

A Hazardous Duty Benefit (HDB) shall go into effect on the anniversary date of an employee's 3rd, 5th, 10th, 15th, and 20th year of service. Effective January 1, 2001, respectively, each of those steps is to be worth twenty-five cents (\$.25), forty cents (\$.40), sixty-five cents (\$.65), ninety cents (\$.90), and one dollar and fifteen cents (\$1.15) on the employee's hourly rate, up to 2,080 hours annually.

Effective January 1, 2004, all steps will increase by one nickel (\$.05).

ARTICLE XX: RECIPROCAL RIGHTS

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

Section 2.

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

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

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

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

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

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

Section 6.

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

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

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

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

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

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

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

Section 11. The Sheriff shall evaluate all departmental personnel annually prior to December 1st of each year. If the evaluation is not completed by December 1st of each year it cannot be placed in the employee personnel folder unless the employee agrees. The Sheriff shall continue to use the evaluation system devised jointly by the Union and the County.

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

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

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

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

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

ARTICLE XXI: DISCIPLINARY PROCEDURE

Section 1. Exclusive Procedure:

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

Section 2. Disciplinary Procedure:

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

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

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

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

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

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

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

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

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

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

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

Section 3. Settlements

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

Section 4. Suspension before Notice of Discipline

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

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

(2) The appointing authority or his designee may suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within

seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

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

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

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

Section 5. Union Representation

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

Section 6. Limitation

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

Section 7. Other Actions

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

ARTICLE XXII: GRIEVANCE PROCEDURE

Section 1. Declaration of Policy

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

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

Section 3. Definitions

- (a) "Decision" means the employer's explanation of the subject matter of a complaint.
- (b) "Union" means the St. Lawrence County Deputy Sheriffs' Local #2390, and/or Council 82 - Local 2390 AFSCME, AFL-CIO.
- (c) "Board" means the St. Lawrence County Board of Legislators.
- (d) "Complaint" means the written allegations constituting a grievance.
- (e) "Day" means 9:00 AM to 5:00 PM, Monday through Friday, excluding contract Holidays.
- (f) "Employee" shall mean any person or persons employed by St. Lawrence County Sheriff's Department as covered by this agreement.
- (g) "Grievance" shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this agreement.
- (h) "Immediate Superior" shall mean the officer of the next higher level of authority who normally supervises the employees' work and approves his or her time record or evaluates his or her work performance.

Section 4. Time Limits

- (a) The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties.
- (b) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.
- (c) In the case of a class action grievance, the grievance may be submitted directly to the Sheriff or his designee.

(d) A grievance must be originally presented within ten (10) work days of its occurrence or the date on which the employee could reasonably have been expected to have known of the occurrence.

(e) Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance, if on the part of the employee; should the employer or its representative fail to timely respond at any step of the procedure, the employee shall then be entitled to appeal to the next step or directly to arbitration, as the case may be.

Section 5. Union Stewards and Representatives

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

Section 6. Grievance Procedure

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

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

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

his designee shall transmit to the Union, in writing, his decision on any grievance matter within ten (10) work days of the date that such meeting is held.

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

Stage 5. Arbitration Procedure

- (a) In the event that the Union desires to submit an unresolved grievance to arbitration, a notice of the demand for arbitration together with a copy of the grievance shall be sent by registered or certified mail to the Sheriff, the County, and the Public Employee Relations Board, which shall select the arbitrator according to its rules of procedure.
- (b) Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within thirty (30) calendar days of the date that the arbitration hearing was held, or within thirty (30) calendar days of the submission date of any written briefs, should such be required. The rules of procedure of the Public Employee Relations Board shall be used in the conducting of all arbitration hearings.
- (c) No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- (d) The parties shall share equally the cost of the arbitration, exclusive of the cost of presentation which shall be borne by the respective parties.

ARTICLE XXIII: SAVINGS CLAUSE

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

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

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

Section 4. This agreement shall remain in effect until 11:59 PM on December 31, 2004. Either party hereto may, on or after July 1, 2004, serve notice, in writing, upon the other party of its desire to amend, modify or terminate this agreement effective January 1, 2005. In such event, the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

Section 5. If the County and the Union have not reached a new agreement by January 1, 2005, the County and Union agree to work under the terms of this agreement until such time as a new agreement is signed.

ARTICLE XXIV: LEGISLATIVE APPROVAL

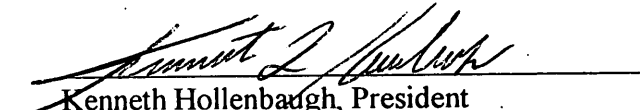
IT IS AGREED BY AND BETWEEN THE PARTIES THAT PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

In witness whereof, the parties have hereunto set their hands and seal this 14th day of November, 2001.

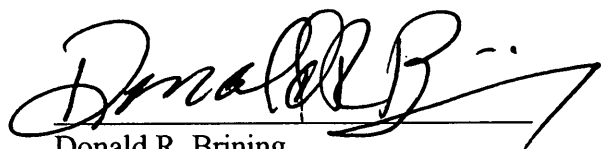
ST. LAWRENCE COUNTY

COUNCIL 82, AFSCME, LOCAL 2390


Stanley A. Morrill, Chair
St. Lawrence County Board of Legislators


Kenneth Hollenbaugh, President
Council 82, AFSCME, Local 2390

SIGNATURE OF BARGAINING TEAMS



Donald R. Brining
St. Lawrence County
Chief Spokesperson



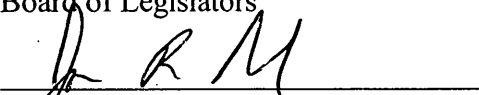
Richard Stevens
Council 82, AFSCME, Local 2390
Staff Director



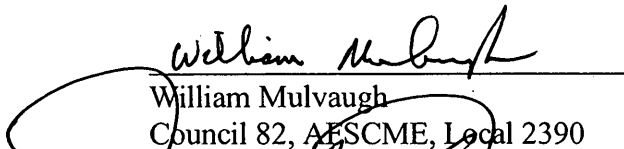
Peter W. FitzRandolph
St. Lawrence County
Board of Legislators



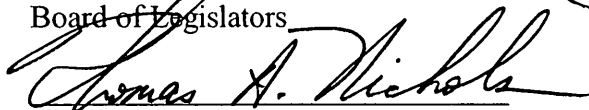
Kenneth Hollenbaugh
Council 82, AFSCME, Local 2390
President



Jon R. Greenwood
St. Lawrence County
Board of Legislators



William Mulvaugh
Council 82, AFSCME, Local 2390



Thomas A. Nichols
St. Lawrence County
Board of Legislators



Michael MacCue
Council 82, AFSCME, Local 2390



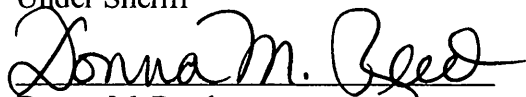
Michael Mitchell
St. Lawrence County
Warden



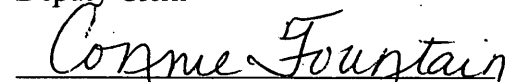
Gail Sharlow
Council 82, AFSCME, Local 2390



Kevin Wells
St. Lawrence County
Under Sheriff



Donna M. Reed
St. Lawrence County
Deputy Clerk



Connie Fountain
St. Lawrence County
Highway Department

**APPENDIX A
SALARY SCHEDULE, GRADES AND CLASSIFICATIONS**

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

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

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

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

GRADE 2 - DISPATCHER

Year	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2000	23,023	23,448	23,870	24,324	24,783	25,283	25,787	26,284	26,779	27,247	27,852
2001	23,656	24,093	24,526	24,993	25,465	25,978	26,496	27,007	27,515	27,996	28,618
2002	24,366	24,816	25,262	25,743	26,228	26,758	27,291	27,817	28,341	28,836	29,476
2003	25,097	25,560	26,020	26,515	27,015	27,560	28,110	28,652	29,191	29,701	30,361
2004	25,787	26,263	26,736	27,244	27,758	28,318	28,883	29,439	29,994	30,518	31,196

This salary schedule becomes effective January 1, 2001. For purposes of implementation, the CSEA Year 2000 salaries are shown. Incumbents shall be placed into the appropriate step in the Year 2000 which represents a pay increase to the minimum or to the first step that gives the employee a salary increase.

MISCELLANEOUS TITLES (New Hires after 10/90)

2001 Salary Schedule (2000 + 2.75%)

<u>CLASSIFICATION</u>	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Account Clerk	22,905	23,255	23,609	23,961
Records Officer	24,450	24,805	25,157	25,511
Sr. Account Clerk	24,356	24,709	25,063	25,414
Cook	8.13/hr.	8.42/hr.	8.58/hr.	8.72/hr.
Head Cook	23,000	23,353	23,706	24,047
Cook (Matron Aide)*	20,718	21,071	21,423	21,777

2002 Salary Schedule (2001 + 3%)

<u>CLASSIFICATION</u>	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Account Clerk	23,592	23,953	24,317	24,680
Records Officer	25,184	25,549	25,912	26,276
Sr. Account Clerk	25,086	25,450	25,815	26,176
Cook	8.37/hr.	8.67/hr.	8.84/hr.	8.98/hr.
Head Cook	23,690	24,054	24,418	24,768
Cook (Matron Aide)*	21,339	21,703	22,066	22,431

2003 Salary Schedule (2002 + 3%)

<u>CLASSIFICATION</u>	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Account Clerk	24,300	24,672	25,047	25,421
Records Officer	25,939	26,315	26,689	27,064
Sr. Account Clerk	25,839	26,213	26,589	26,962
Cook	8.62/hr.	8.93/hr.	9.11/hr.	9.25/hr.
Head Cook	24,400	24,775	25,150	25,511
Cook (Matron Aide)*	21,980	22,354	22,728	23,104

2004 Salary Schedule (2003 + 2.75%)

<u>CLASSIFICATION</u>	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Account Clerk	24,968	25,350	25,735	26,120
Records Officer	26,653	27,039	27,423	27,809
Sr. Account Clerk	26,549	26,934	27,320	27,703
Cook	8.86/hr.	9.18/hr.	9.36/hr.	9.50/hr.
Head Cook	25,071	25,457	25,842	26,213
Cook (Matron Aide)*	22,584	22,969	23,353	23,739

* These salaries are for incumbents only. Salaries for new employees are in the schedule.

GRADE 10 - CIVIL DIVISION

2001 SALARY SCHEDULE (2000 + 2.75%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	35,731	36,083	36,437	36,789
Step 2	35,131	35,484	35,837	36,190
Step 1	32,138	32,491	32,846	33,198
Start	30,642	30,994	31,349	31,701

2002 SALARY SCHEDULE (2001 + 3%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	36,803	37,165	37,530	37,893
Step 2	36,184	36,549	36,912	37,276
Step 1	33,103	33,465	33,831	34,194
Start	31,561	31,924	32,289	32,653

2003 SALARY SCHEDULE (2002 + 3%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	37,907	38,280	38,656	39,030
Step 2	37,270	37,645	38,020	38,394
Step 1	34,096	34,470	34,846	35,220
Start	32,508	32,882	33,258	33,632

2004 SALARY SCHEDULE (2003 + 2.75%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	38,949	39,333	39,719	40,103
Step 2	38,295	38,680	39,065	39,450
Step 1	35,033	35,417	35,805	36,189
Start	33,402	33,786	34,172	34,557

GRADE 10 - CORRECTIONAL OFFICERS

2001 SALARY SCHEDULE (2000 + 2.75%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	35,433	35,784	36,138	36,490
Step 2	34,833	35,185	35,541	35,893
Step 1	31,840	32,193	32,546	32,900
Start	30,343	30,697	31,049	31,402

2002 SALARY SCHEDULE (2001 + 3%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	36,496	36,857	37,222	37,585
Step 2	35,878	36,241	36,607	36,970
Step 1	32,795	33,159	33,523	33,887
Start	31,253	31,618	31,980	32,344

2003 SALARY SCHEDULE (2002 + 3%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	37,591	37,963	38,339	38,713
Step 2	36,955	37,328	37,705	38,079
Step 1	33,779	34,154	34,528	34,903
Start	32,191	32,566	32,939	33,314

2004 SALARY SCHEDULE (2003 + 2.75%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	38,624	39,007	39,393	39,777
Step 2	37,971	38,355	38,742	39,126
Step 1	34,708	35,093	35,478	35,863
Start	33,076	33,462	33,845	34,230

GRADE 13 - CORRECTIONAL SERGEANT

2001 SALARY SCHEDULE (2000 + 2.75%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	39,772	40,125	40,479	40,831
Step 2	39,474	39,826	40,179	40,532
Step 1	37,976	38,328	38,684	39,036
Start	36,480	36,831	37,186	37,539

2002 SALARY SCHEDULE (2001 + 3%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	40,965	41,329	41,693	42,056
Step 2	40,658	41,021	41,385	41,748
Step 1	39,115	39,478	39,844	40,207
Start	37,575	37,936	38,301	38,665

2003 SALARY SCHEDULE (2002 + 3%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	42,194	42,569	42,944	43,318
Step 2	41,878	42,251	42,627	43,001
Step 1	40,289	40,662	41,039	41,413
Start	38,702	39,074	39,450	39,825

2004 SALARY SCHEDULE (2003 + 2.75%)

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	43,355	43,740	44,125	44,509
Step 2	43,029	43,413	43,799	44,183
Step 1	41,397	41,780	42,168	42,552
Start	39,766	40,149	40,535	40,920

