

AGREEMENT

BETWEEN THE

COUNTY OF ST. LAWRENCE

AND

ST. LAWRENCE COUNTY

INDIGENT DEFENDERS

**2020-2024**

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## ARTICLE I - PREAMBLE

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

## ARTICLE II - RECOGNITION

Section 1. The County employer recognizes the St. Lawrence County Indigent Defenders, as the exclusive representative for collective bargaining and grievances for the employees in the bargaining unit as defined in Article III. **An employee as referenced throughout this contract shall mean an employee holding a position/title included in this bargaining unit.**

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

Deductions will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to the appropriate designated entity each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, and for each insurance program.

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

A = Member Dues payable to St. Lawrence County Indigent Defenders

B = Term Life Insurance payable to Pearl **Insurances.**

C = Accident and Sickness Insurance payable to Pearl **Insurances.**

D = Whole Life Insurance payable to Pearl **Insurances.**

Section 3. The County shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the St. Lawrence County Indigent Defenders, Post Office Box 596, Canton, NY 13617. St. Lawrence County Indigent Defenders Union agrees to hold the County safe

and harmless because of said deductions. County employees who are defined by this contract as either regular full time or regular part time **may** have union dues deducted as per direction of the St. Lawrence County Indigent Defenders Union. County employees who are either regular full-time employees or regular part-time employees **may choose to** be members of the bargaining unit.

Section 4. The President and the Head Shop Steward of the St. Lawrence County Indigent Defenders Union will be informed of the names of all new employees in the bargaining unit and their work locations within two (2) weeks of their employment. A **Union** representative will be provided time to present a new employee with his/her contract and to provide orientation to his/her contract rights and benefits.

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

### **ARTICLE III - COLLECTIVE BARGAINING UNIT**

The County, acting through its Board of Legislators, has recognized the St. Lawrence County Indigent Defenders Union, as the sole and exclusive bargaining unit for all St. Lawrence County Assistant Public Defenders and St. Lawrence County Assistant Conflict Defenders, with the exception of the following if applicable:

1. Assigned Counsel Administrator
2. Chief Assistant Conflict Defender
3. Chief Assistant Public Defender
4. Conflict Defender
5. Public Defender
6. **All Temporary and Casual (per diem) positions**

### **ARTICLE IV - RIGHTS AND RESPONSIBILITIES**

The intent and purpose of the Article within is to set forth the Rights and Responsibilities of the County, as well as those of the **Union**. Nothing contained herein shall deprive the County or the **Union** of any protection and/or rights afforded them under the contract, the New York State Civil Service Law, nor any other applicable law. **This Agreement shall be administered in accordance with the Rules of the Classified Civil Service of St. Lawrence County, as amended.**

**Section 1.** Rights and Responsibilities of the County:

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

**Section 2.** Rights and Responsibilities of the Union:

- A. Employees of the County shall have the rights to form, join, and participate in or to refrain from joining or participating in any employee organization free from interference, coercion, restraint, discrimination, or reprisal.
  
- B. The Union has the right to represent all employees within the bargaining unit on any matter concerning the terms and conditions of employment within the law and the limits of this Agreement.

However, nothing in this Agreement shall be construed as to preclude any employee, regardless of union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority.

- C. The Union **has** the right either as a representative of any employee, or as an observer, to have at least one, but not more than two, individuals present at any grievance or appeal hearing involving an employee who is determined to be in the bargaining unit. However, an employee shall have an unqualified right to choose his/her own representative so long as said representative does not represent a competing organization or to determine that he/she does not desire representation in a grievance or appeal hearing. Otherwise, a Union representative shall be present at all hearings.
  
- D. The **Union has** the right to honestly and fairly represent any employee within the bargaining unit concerning the terms of the Agreement whether or not such employee is a member of said **Union**.
  
- E. The Union **has** the right to represent all employees in the bargaining unit before the County Board of Ethics.
  
- F. The Union has the right to appoint or elect representatives to conduct Union business during working hours and time off will be allowed from their regular employment at no charge to any leave credits, but only within the limits established in this Agreement. Union business includes, but is not limited to, contract negotiations, grievances, disputes, working conditions, grade allocations, administration of said agreement, and appearances before

Legislative Board, Grievance Board, and Appeals Board. Grievance Procedure is attached to this Agreement as Appendix B.

- G.** The Union representative and the **Union** President shall be granted reasonable time off during working hours for the conduct of union business limited to the affairs of the bargaining unit only. The Union will continue to make a good faith attempt to ensure that this time off does not negatively impact the functioning of his/her work center.
- H.** The Union shall have the right to elect Shop Stewards on all job sites included within the bargaining unit. The **Union** shall provide a written list of such union representatives to the County immediately after their election or designation. There shall be no requirement on the part of the County to recognize any representative until such time as the official list has been delivered to the County **Human Resources** Office and one copy has been filed with the Clerk of the Board of Legislators' Office.
- I.** The union affirms its responsibility that it does not assert the right to strike against the County, nor to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such a strike.
- J.** Leave with pay shall be granted to appointed union representatives to attend official **Union** functions. However, not more than six (6) employee days shall be granted the union in any calendar year. Written notification to the Department Head involved must be presented by the President of the **Union** in advance of the requested leave.
- K.** The Union shall so administer its obligations under this Agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of religion, disability, sex, nationality, race, creed, or union affiliation.

## **ARTICLE V - CLASSIFICATIONS, APPOINTMENTS, & STATUSES**

### **Section 1.**     **Classifications**

**Employees with the titles of Assistant Conflict Defender and Assistant Public Defender shall have a civil service jurisdictional classification of "exempt". Positions in the civil service exempt class are those for which competitive and non-competitive examinations are not practicable. Assistant Public Defenders and Assistant Conflict Defenders shall also be classified as professional employees and shall be salaried exempt under the professional exemption in accordance with the Fair Labor Standards Act.**

### **Section 2.**     **Appointments**

Employees are appointed "at the pleasure of" the Department Head.

### **Section 3.**     **Statuses**

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

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

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

Casual Employee: A casual employee is an employee who is engaged to work by the day. If the term of casual employment exceeds thirty days of work in a calendar year, it will be considered temporary or regular part-time employment.

**Section 4.** Part-Time Employment Benefits

In certain cases, the Board of Legislators may establish part-time **casual**, and/or temporary **positions** to accommodate unique situations. Employees appointed to part-time positions, and who work less than the standard work week, shall receive the approved salary and benefit package for the position and statutory benefits including Retirement (if eligible), Unemployment Insurance, Social Security, and Worker’s Compensation. There shall be no earned leave benefits. Fringe benefits shall be limited to the above-referenced items unless otherwise approved by the Board of Legislators.

**Section 5.** Probationary Period

Employees are subject to a probationary period of not less than two (2) calendar months nor more than twelve (12) calendar months **and according to Civil Service Law/Rules**.

**Section 6.** Promotions

**Professional** positions are critical to the efficient and effective operation of County government. It is the policy of St. Lawrence County to seek professionals with the qualifications and experience necessary to fulfill this goal. Emphasis will be placed on recruitment of current employees who possess the qualifications, experience, and employment history necessary for the quality operation of the department. Employees who are promoted will be placed on the grade and the step of the salary schedule for the position subject to approval by the Board of Legislators.

**Section 7.** Secondary Employment

Employees covered by this **contract** understand and agree that their employment with the County is of basic and primary importance, and that secondary employment must not inhibit or impede the efficient and effective performance of their job duties, responsibilities, or attendance; nor shall it impair their judgment in the exercise of their official duties. Personnel engaged in secondary employment, either paid or unpaid, will notify the County Administrator’s Office of the details of their employment and continued employment in the secondary employment is contingent upon written approval of the Department Head and the County Administrator.

Positions covered by this contract also have a prohibition on secondary employment embodied in New York State statute or local rule.

**ARTICLE VI - COMPENSATION AND INSURANCES**

**Section 1.** Annual Salary

All employees covered by this contract shall be placed in the graded salary schedule **in Appendix C of this Agreement** which is subject to approval by the Board of Legislators. **Upon ratification of this contract, prospective hires may be placed at a step other than base upon review of credentials by Human Resources in consultation with the Department Head.**

- A. All active employees at the time of ratification of this contract (2020-2024) will be eligible for retroactive payment for wages as described below. Retroactive payment does not include additional pay as described throughout contract such as longevity, etc.
- B. Effective the first full pay period in January 2020 (i.e. January 11, 2020), the salary amount for each grade and step will be increased by two and three quarters percent (2.75%) over the prior year and all employees hired prior to July 1, 2019 will advance to the next step in accordance with Appendix C.
- C. Effective the first full pay period in January 2021, the salary amount for each grade and step will be increased by two and three quarters percent (2.75%) over the prior year and all employees hired prior to July 1, 2020 will advance to the next step in accordance with Appendix C.
- D. Effective the first full pay period in January 2022, the salary amount for each grade and step will be increased by two and three quarters percent (2.75%) over the prior year and all employees hired prior to July 1, 2021 will advance to the next step in accordance with Appendix C.
- E. Effective the first full pay period in January 2023, the salary amount for each grade and step will be increased by two and three quarters percent (2.75%) over the prior year and all employees hired prior to July 1, 2022 will advance to the next step in accordance with Appendix C.
- F. Effective the first full pay period in January 2024, the salary amount for each grade and step will be increased by two and three quarters percent (2.75%) over the prior year and all employees hired prior to July 1, 2023 will advance to the next step in accordance with Appendix C.

**Section 2.** Step Movement

In accordance with **Appendix C**, employees covered by this contract will move on the step schedule according to the agreement.

**Section 3.** Longevity

- A. Full Time employees who reach, the following anniversaries during the year shall receive the corresponding additions to their salaries. These additions will be effective on the employee's anniversary date (after breaks in service of 30 days or more are deducted). Further, these additions to the salary schedule are not added onto the base salary of the employee and are not subject to the percentage salary increases.

Effective January 1, 2008:

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



B. Employees reaching any of the following anniversaries shall receive a bonus payment per this schedule:

<u>ANNIVERSARY</u>	<u>LONGEVITY BONUS</u>
25th Anniversary	<b>\$1,500</b>
30th Anniversary	<b>\$1,500</b>
35th Anniversary	<b>\$1,500</b>

Note: The amounts shown are not cumulative **and will be paid in a lump sum.**

**Section 4.** Health Insurance

A. The County will **continue with the** Preferred Provider Plan. This plan will be self-insured by the County. The health insurance plan will include a prescription drug provision. The calendar year individual maximum benefit, in-network and out of network combined, shall be \$1,000,000. The lifetime individual maximum benefit, in-network and out of network combined, shall be unlimited.

**Health Insurance Plan Changes Effective January 1, 2021:**

- PCP/Specialist co-payments: Increase from \$17.00 to \$20.00**
- ER (non-emergent) co-pays: \$50**
- OON UCR allowance from 90% to 75%**
- OON co-insurance from 20% to 40%**
- Telemedicine Co-Pay from \$10 to \$0**

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

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

Effective Date (Coincide with annual salary changes)	Individual	Individual + Dependent	Family
<b>January 2020</b>	<b>No change to plan or employee contributions</b>		
<b>January 2021</b>	<b>9%</b>	<b>12%</b>	<b>16%</b>
<b>January 2022</b>	<b>9%</b>	<b>12%</b>	<b>16%</b>
<b>January 2023</b>	<b>9%</b>	<b>12%</b>	<b>16%</b>
<b>January 2024</b>	<b>9%</b>	<b>12%</b>	<b>16%</b>

**For illustrative purposes only:**

**For year 2020: employee contributions (+5%) would equal the following amounts:**

**9% = \$41.69/pp; 12% = \$101.53/pp; 16% = \$188.66/pp**

Effective January 1, 2006, the County will implement a Managed Three Tiered Formulary Plan for Prescriptions. The County will provide training for all employees.

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

	Generic	Formulary	Non-Formulary
Retail	<b>\$15</b>	<b>\$35</b>	<b>\$50</b>
Mail Order	<b>\$15</b>	<b>\$50</b>	<b>\$80</b>

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

- B.** The County agrees to appoint a liaison with the Health Plan Administrator, suitably trained and responsive to assist employees.
- C.** The County agrees to provide all current and future employees with an updated booklet explaining coverages provided for in the County Health Plan.
- D.** Eligibility for membership in the County Insurance Program will commence on the first day of employment. This benefit is not automatic. Application must be made through the St. Lawrence County Human Resources Department. **If eligible and application made, coverage will begin the first of the month following hire date.**
- E.** The union agrees that the County may institute a Prescription Management Plan for the purpose of cost containment. Benefits under the current health plan are not impacted by this Prescription Management Plan.
- F.** The County agrees to provide Hepatitis B shots and follow up blood tests for at risk employees. A list of at risk employees shall be submitted to the County Administrator and the Union and must be agreed upon prior to this section being implemented.
- G.** An employee, who is an active participant in the St. Lawrence County Healthcare Plan and was previously employed by St. Lawrence County, has no break in service between resignation and enrollment in COBRA, and who chooses to retire prior to the COBRA benefits expiring, is eligible for employee retirement coverage under the St. Lawrence County Healthcare Plan.
- H.** The County, whenever possible, will provide free voluntary flu vaccinations to all employees and whenever possible will provide free pneumonia vaccinations to employees who meet the “at risk” criteria.

**I. Retiree Health Insurance Eligibility:**

For employees hired before October 1, 2012:

An employee may continue benefits after retirement by making premium contributions, and meeting the following requirements:

- Completion of at least five (5) years of continuous service for employees represented by a bargaining agreement. Or ten (10) years of continuous service for employees not represented by a bargaining unit with a hire date prior to August 1, 2009 but not later than September 30, 2012 with St. Lawrence County; and
- Qualification for retirement as a member of New York State Retirement System or one of its civil divisions (proof of retirement must be provided to the County); or
- Not a member of the New York State Retirement System, but has completed at least five (5) years of continuous service for employees represented by a bargaining agreement or 10 years of continuous service for employees not represented by a bargaining unit and is at least 55 years of age.

For employees hired after October 1, 2012:

An employee may continue benefits after retirement by making premium contributions, and meeting the following requirements:

- Completion of at least fifteen (15) years of full-time or full-time equivalent continuous service, with St. Lawrence County; and are employed by St. Lawrence County at the time of retirement ; and
- Must have been enrolled for five years and are enrolled in the health plan at the time of retirement; and meet the
- Qualification for retirement as a member of New York State Retirement System or one of its civil divisions (proof of retirement must be provided to the County).

Employees who have qualified for NYS Retirement Disability Payments may be considered to be retired for purpose of retiree eligibility under this Plan regardless of age, provided that they have had at least 10 years of service with St. Lawrence County.

All employees who qualify for retirement benefits from the County are eligible for coverage only to the extent of coverage they carried on the day prior to retirement. Dependents of retirees who are not covered by the Plan prior to the employee's retirement are not eligible dependents.

**Section 5.** Life Insurance and Disability Insurance

The County will make available a term life insurance policy to eligible County employees and their dependents. The County will assume 100% of the premium cost for the eligible employee's life insurance coverage. The premium cost for life insurance coverage for dependents shall be borne by the eligible employee. New employees hired after June 1, 1980, will pay their own life insurance after retirement.

Disability and additional Life Insurance may be purchased through payroll deduction through Pearl **Insurances** at 1-800-642-9261.

Life Insurance and Disability Insurance are also provided as benefits under the provisions of the N.Y.S. and Local Retirement System. Eligibility for these benefits requires employees to complete certain minimum years of service for coverage in these plans. Employees should review their N.Y.S. Retirement benefits booklet for information on these plans.

**Section 6.** Flexible Benefit Plan

The County agrees to provide a Flexible Benefit Plan (IRS Section 125). Appropriate insurance premiums shall be a mandatory part of the plan for all employees. The County agrees to allow payroll deductions for such insurance in accordance with **this Agreement**.

**Section 7.** Dental

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

Employees who retire may continue to participate in the CSEA Dental Plan subject to the following criteria:

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

**Section 8.** Vision

The County agrees to provide, at no cost to the employee, the CSEA Platinum 12 Composite Rate Vision Plan. **Effective upon ratification of the contract, employees will pay 20% of the composite rate for family coverage. The County agrees to allow for payroll deductions for employee family enrollment. (Example: effective 2020, 20% = \$2.25/pp)**

**Section 9.** Employee Assistance Program

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

**ARTICLE VII - RETIREMENT AND OTHER FRINGE BENEFITS**

**Section 1.** Retirement

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

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

All permanent, full-time employees are enrolled in the New York State and Local Retirement System. The N.Y.S. and Local Retirement System is organized into Tiers determined by the date on which you joined the system. Benefit levels and requirements are different for each Tier. A Retirement System booklet is provided at orientation. This booklet provides all basic information on the Retirement System benefits. Due to changing legislation and regulations, you should check with the N.Y.S. and Local Retirement System directly to obtain information regarding your benefits.

(Phone # 866-805-0990) Website Address: [www.osc.state.ny.us/retire/](http://www.osc.state.ny.us/retire/)

**Section 2.** Medicare Part B Reimbursements

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

If the cost of Medicare Part B is reduced below the annual dollar amount being paid on December 31, 2014, the County shall have the right to adjust to the lower rate.

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

**Section 3.** Social Security

Social Security provides income protection when an employee's earnings either cease or are reduced as a result of retirement, disability, or death. Social Security benefits are based on the employee's salary history up to the maximum Social Security taxable wage base. Each payroll period, payroll deductions made by the employee are matched by St. Lawrence County to provide this benefit. Complete information is available from the Social Security Office.

(Phone # 800-772-1213)

**Section 4.** Worker's Compensation

- A. Employees who suffer an injury or illness which is directly related to their employment may be eligible for Worker's Compensation Benefits. Employees must file the required report form immediately following the job related accident. Forms can be obtained at [www.wcb.state.ny.us](http://www.wcb.state.ny.us).
- B. An employee, who because of occupational injury or disease as defined in the Workers' Compensation Law, absents himself/herself from work and files a claim, therefore, shall be allowed to use accumulated sick leave credits. Sick leave credit shall be charged in accordance with the sick leave provisions contained herein. Workers' Compensation benefits for wages or salary compensation to which the employee is entitled for any period for which he/she has been paid sick leave credit under this section shall be assigned by the employee to

the County as reimbursement for wages paid. “The County, upon such assignment, shall then restore to the employee sick leave credits in an amount equal to the amount of compensation pay received by the County.”

**Section 5.** Defense and Indemnification

The County of St. Lawrence shall provide for the defense and indemnification of employees covered by this **contract** for actions or omissions made in the ordinary course of their employment. Employees requesting assistance under this section are advised to make a written request to the County Attorney’s office within three (3) business days of their receipt of any summons, complaint, process, notice, demand, or pleading that may require defense and indemnification coverage. (See Appendix A)

**Section 6.** Deferred Compensation Plan

The Deferred Compensation Plan is a voluntary savings program created by federal and state law that enables public employees to save a portion of their gross pay before federal, state, and local income taxes are deducted. The amount deferred accumulates tax free until the funds, plus earnings, are distributed (generally after retirement) when most people are in a lower tax bracket. Information regarding the complete details of the Deferred Compensation Program and payroll deduction forms are available in the Payroll Office.

**Section 7.** Employees Savings Plans

A number of different options are available for ordinary savings through payroll deductions. Employees may enroll for authorized payroll deductions by contacting the Payroll Office.

**Section 8.** In-Service Training

- A. Subject to the approval of the Department Head, requests for taking of specific courses, to include CLEP (College Level Equivalent Proficiency) exams, intended to improve the abilities of an employee in relation to his/her job performance will be granted without cost to the employee. Employees who fail to satisfactorily complete a course after the last date for withdrawal without penalty will be required to reimburse the County for the cost of the course.
  
- B. Subject to the approval of the Department Head, the County agrees to allow employees to attend non-required job-related courses or workshops during regular working hours on a case-by-case basis (unless an emergency exists) with the employee to reimburse the County those hours used by working either before or after regular work hours during the same week the time was used in attending the course.  
Subject to the approval of the Department Head, the County agrees to sponsor training courses that are specifically job related; understanding that the individual Department Heads initially determine what training is to occur.
  
- C. An employee who takes a promotional civil service exam may submit by voucher to their department for reimbursement of the cost of the exam. (NOTE: The intent is that this will apply to the promotional 70 series exams.)

**Section 9.** Travel for County Business

- A. An employee who is required to travel out of the county for business purposes will be reimbursed for the actual costs of the meal subject to a maximum travel allowance of **\$9** for breakfast, **\$13** for lunch, and **\$22** for dinner. Exceptions will be determined by the County Administrator with necessary justification. There shall be no reimbursement for in-county meals unless the employee is representing the County at an event where the

meal is a part of the event and the employee's representation at the event has been approved in advance by the County Administrator. The cost of the meal must be indicated on the approval form. All meal reimbursements will be paid upon submission of actual receipts to the Department Head for review and approval by the County Auditor/**Payroll**.

- B. Mileage will be reimbursed at the rate in cents per mile that is allowed by the IRS as a tax deduction. Toll charges are also reimbursable upon presentation of actual receipts. Employees are encouraged to resource the county car whenever possible.
- C. Compensatory time will accrue for traveling on County business only for the actual travel time that occurs before and/or after regular work hours.
- D. Travel authorization shall be required in all cases. Travel authorization shall be submitted on the approved form (can be obtained on county wide forms) in writing to the County Administrator prior to the first date of travel.

**Section 10.** Fees Related to Licenses and Memberships

- A. The County agrees to reimburse employee for Union members' bar association fees for one (1) bar association of their choosing within the state with prior approval from the County Administrator and the Department Head.**
- B. The County agrees to reimburse employee for Union members' Continuing Legal Education courses with prior approval from the County Administrator and the Department Head.**

**ARTICLE VIII - WORK DAY/WORK WEEK**

**Section 1.** Office Hours

County Offices shall be open for the conduct of business and convenience of the public in strict accordance with the hours prescribed by the St. Lawrence County Board of Legislators and in accordance with existing State and County regulations.

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

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

**Section 2.** Base Work Day/Work Week

Employees are responsible for performing the duties of their office. The work day is determined by the tasks to be performed. The work week shall be a minimum of **35** hours per week.

**Employees shall be categorized as salaried exempt in accordance with the Fair Labor Standards Act therefore employees are not eligible for overtime compensation. Further, employees with no benefit time available will not be allowed to take time off.**

**Section 3.** Compensatory Time

- A. Employees are required to work the hours and schedule determined by the Department Head. Employees may accrue compensatory time provided they have received prior**

approval from the Department Head based on the expected number of hours required for the job to be performed.

- B. Compensatory time is to be earned only for authorized time worked in the actual performance of the job. Examples of **this** include (but not limited to) required attendance at evening Board meetings, at community meetings on evenings and weekends, night court attendance, completion of special projects requiring a deadline such as grant writing, etc. Compensatory time is not intended to be earned for occasional work at home, reading reports or materials that will otherwise prepare you and make you successful at your job, etc. **Employees may earn one hour for each approved hour worked as described herein (hour for hour rate). Under no circumstances will the time be converted to a payment for which constitutes overtime compensation. Compensatory time can be used and charged in minimum units of one-quarter (1/4) hour. Employees are responsible for monitoring their own accruals accuracy and usage. Compensatory time may accrue up to 140 hours. Compensatory time should be used prior to leaving service.**

**Section 4.** Emergency Management Responsibilities

It shall be the responsibility of all employees covered by this **contract** to report for duty at times and places designated by the Chairman of the Board or his designee when a natural disaster or emergency has occurred.

**Section 5.** Resignations

**Resignation with Notice.** In the event an employee resigns his employment with the County, the Employee shall provide the Department Head with thirty (30) days' prior written notice and shall continue to perform faithfully the duties assigned to him from the date of such notice until the termination date. In addition, the County shall not have any obligation to pay the employee any base salary or other compensation or to provide any employee benefits subsequent to the date of such employee's termination of employment unless required by applicable law or otherwise stated in this agreement.

**Resignation without Notice.** Any employee who is absent from work/position for three (3) or more consecutive days without having given prior notification to and without having been excused by the Department Head shall be considered a Voluntary Resignation and the employee will forfeit all rights under this contract. Further, if an employee verbally resigns/quits the employer will consider the resignation effective immediately and the employee will forfeit all rights under this contract.

**ARTICLE IX - LEAVE BENEFITS**

**Section 1.** Holidays

Employees covered by this **contract** who, in the judgment of the Department Head, can be spared without interfering with the operation of the department, will be allowed time off with pay to observe the following holidays. Holiday leave will be paid providing such employee shall **have** been in a pay status (working or on paid leave) the working day immediately preceding such holiday and the working day immediately following such holiday. Employees who are required to work on a holiday will receive equal time off in lieu of the holiday.



Holidays to be observed are as follows:

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

**\*Human Resources will determine the days that will be observed and considered non-work days for those holidays that fall on a Saturday or Sunday.**

**Section 2.** Vacations Leave

A. Employees shall earn vacation credit as described below **and** will be advanced on the vacation schedule based on their anniversary date of employment. The vacation schedule is as follows:

1-5 years of service	70 hours annual vacation, up to a maximum of 400 hours
6-10 years of service	<b>136</b> hours annual vacation, up to a maximum of 400 hours.
11-19 years of service	<b>152</b> hours annual vacation, up to a maximum of 400 hours.
20 or more years of service	<b>200</b> hours annual vacation, up to a maximum of 400 hours.

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

- B. Upon the termination of an employee, either by resignation or retirement, and when **proper notice, as defined in Article VIII Section 5,** is given **and worked** by such employee of their intended termination, any unused vacation credits are to be compensated at the employee's regular rate of pay. Employees may elect, subject to the approval of the County Administrator, to remain on the payroll or receive a lump sum payment for accumulated vacation credits. In case of death, the employer shall pay the value of the decedent's accumulated unused vacation time to the employee's beneficiaries as designated on the employee's group life insurance card.
- C. A regular full-time employee may be paid the monetary value of 5 days **of** vacation by charging it against vacation accruals if they take 5 or more consecutive days of vacation within a calendar year (Holidays and Weekends do not count),

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

This section may be exercised by an eligible employee only once each calendar year. Vacation time is subject to Department Head approval.

**Section 3.** Personal Leave

- A. Employees covered by this contract shall be credited with twenty-four (24) hours of personal leave each year. Personal leave credit is non-accumulative. Employees will be credited with their annual personal leave on the anniversary of the most recent hire date. All new employees shall receive 24 hours personal leave on their starting date.
- B. Request for personal leave should be made at least twenty-four (24) hours in advance from either an immediate supervisor or the Department Head. The Department Head shall honor such request to the fullest extent possible, consistent with the effective conduct of County business. The twenty-four (24) hour advance notice will be waived where an emergency situation prevents said notice.
- C. Time off can be taken in one quarter (1/4) hour increments. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department. **Employees may not request/utilize more than the available balance as indicated in the SLC time and attendance system (ex. MUNIS)**
- D. A new employee receives 24 hours personal time on their date of hire. After the first year, an employee receives 24 hours personal time on the first day of their anniversary date. Personal time from the previous year is lost if it is not taken by their anniversary. Employees are responsible for monitoring their own accruals in order to determine if time will be lost.

**Section 4.** Sick Leave

- A. Sick leave shall be granted to an employee for the following reasons: personal illness, bodily injury, exposure to contagious diseases, and attendance upon members of the immediate family whose illness requires the care of said employee.
- B. An employee who is absent on sick leave shall report the absence to their supervisor or their designee at the earliest possible time **but no less than 1 hour prior to the time he/she is expected to report for work along with the reason for the absence.** Such notification must be given for each day of absence unless the employee is hospitalized, institutionally confined, has **provided a doctor's excuse in advance of the absence**, or has been excused from this provision by his/her immediate supervisor. Sick leave shall not be granted unless such report is made.
- C. Sick leave shall be granted by the Department Head.
- D. Employees are responsible for monitoring their own accruals. All employees shall earn sick leave credit at the rate of three (3) hours per payroll period during the first five (5) years of employment. After five (5) years of employment, they shall receive five (5) hours per payroll period. Regular full-time employees who are not paid for ten (10) full days in a payroll period will receive pro-rated sick leave accruals. **Employees accumulate sick time to a maximum of 2,000 hours.**
- E. Upon the exhaustion of all leave credits, extended sick leave shall be granted to a permanent employee at one-half (1/2) his/her normal salary at the rate of one (1) month for each completed two (2) years of service up to a maximum of six (6) months. Extended sick leave is a one-time benefit. Once a total of six months is used, it does not accrue again. No vacation or sick time shall accrue while on extended sick leave.

- F. Verification of Illness. If an employer suspects with good cause an employee is abusing sick leave, the employer may require the validation of the sickness by a doctor's certification.
- G. Employees who retire with 1,000 or more hours of unused sick time may use the cash value to pay up to a maximum of five years of health insurance premiums. Employee who lack the 1,000 hours may use accumulated vacation accruals to reach the 1,000 hour threshold. The actual amount of unused sick time that may be utilized under this section will equal the employee's unused sick time at the time of retirement minus any amount utilized to extend the employee's service time by the New York State Retirement System (i.e. the up to 165 days of unused, unpaid sick leave credited under Section 41-j of the rules of the New York State Retirement System). This section does not apply to any health care costs (co-pays, deductibles, etc.) other than the health insurance premiums established for the St. Lawrence County Health Insurance Plan.

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

**Section 5.** Maternity/Parenting Leave

When an employee is medically disabled and unable to perform her duties due to pregnancy, such employee shall be permitted to charge leave credits, including sick leave credits, for the period of the disability. A medical statement of disability may be required subject to the decision of the Department Head.

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

Leave of absence in excess of the period of disability is covered under the policy for "Other Leaves of Absence" in this contract.

**Section 6.** Family and Medical Leave Act (FMLA) Policy

**FMLA leave will be administered according to FMLA regulations and St. Lawrence County Policy. FMLA leave will run concurrently with Disability Leave, Maternity Leave, Parenting Leave, Workers' Compensation leave and other qualifying leaves when applicable. St. Lawrence County will require employees to use benefit time (Sick, Vacation, Personal, and Compensation Time) while on FMLA leave and other leaves.**

- A. When it is practicable, a written request for Family Medical Leave must be provided by the employee to the Department Head 30 days prior to the need to take unpaid Family Medical leave for the birth or placement of a child for adoption or foster care, or for planned medical treatment. When it is not practicable under the circumstances to provide such advance

notice, e.g., premature birth, such notice may be given verbally and must be given “as soon as practicable,” ordinarily within one or two business days of when the employee learns of the need to leave.

- B. Employees will be required to furnish medical certification from a health care provider to support the Family Medical Leave request either to care for an employee’s seriously-ill spouse, child or parent, or for leave due to a serious health condition that makes the employee unable to perform the function of the employee’s job. Employees must provide the certification “in a timely manner”. The regulation defines “timely manner” as “within 15 calendar days”, unless it is not practicable to do so under the circumstances. Medical certification forms are available from the Department Head.
- C. The St. Lawrence County **Human Resources** will designate leave, paid or unpaid, as FMLA-Qualifying, based on information provided by the employee. If **Human Resources** decides that leave should be counted as FMLA, the decision must be made in response to the request (notice) by the employee. If leave has begun, e.g., because the need for the leave was unexpected, or because an employee was on personal, vacation, or sick leave for FMLA purpose and did not advise **Human Resources** or Department Head of the purpose and the employee requests an extension of the leave, **Human Resources** or the employee may retroactively re-designate the entire leave period (or the appropriate part) as Family Medical Leave. In no event may such designation be made after leave is concluded or based on information other than that provided by the employee.
- D. An eligible employee qualifying for FMLA is entitled to take up to 12 weeks of FML within a “twelve-month period”. St. Lawrence County policy bases the twelve-month period on the calendar year.
- E. An employee who is granted Family Medical Leave is prohibited from being employed elsewhere during the term of said Family Medical Leave.
- F. St. Lawrence County will maintain coverage under its “group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave”. In the case of paid Family Medical Leave, the employers and the employees’ share, if any, of health plan premiums are to be paid in the manner customarily used. **In the case of unpaid leave, arrangements can be made with St. Lawrence County’s Human Resources Office Health Insurance representatives at 315-379-2210.**
- G. Employees or their families, as practicable, will be required to furnish the Department Head with periodic reports of the status and intent to return to work every 30 days while on Family Medical Leave.
- H. At the conclusion of Family Medical Leave for the employee’s own serious health condition, the employee shall be asked by the Department Head or **Human Resources** to provide return to work certification from a health care provider stating that he/she is able to resume work.
- I. Under the Family Medical Leave Act other qualifying events apply to employees and their family members who are on active military duty. Please contact the Human Resource office for information.

**Section 7.** Parenting Leave

County employees, employed on a permanent, full-time basis by the County for 26 weeks or more, may be granted a leave of absence without pay for a period of up to six (6) months for the birth or adoption of a child. The Department Head and employee shall decide when the leave shall begin and the length of the leave. Any employee who requests leave under this Article should do so at least eight (8) weeks prior to the beginning of such leave. **If the leave qualifies as FMLA the employee must utilize benefit time prior to going on a leave of absence without pay. FMLA leave for bonding purposes must be taken in a continuous period of time (intermittent leave not allowed).**

**Section 8.** Bereavement Leave

Bereavement leave of three (3) days shall be granted as follows: husband, wife, son, daughter, father, mother, brother, sister, grandparents, and grandchildren, and domestic partners as defined below. Additionally, upon the death of an Aunt or Uncle, an employee may request up to three (3) days of time off, utilizing the employee's choice of earned accruals. This request shall be considered by the Department Head utilizing the same criteria that Personal Leave is approved or denied. The above terms include natural, in-law, and step relationship. Bereavement leave shall not be accumulated.

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

**Section 9.** Jury Duty

Upon receipt of proof of the necessity of jury services during your scheduled work hours or appearance as a witness to subpoena or other order of the court (for job related actions only), employees shall be granted leave with pay to provide time as needed for such service.

**Section 10.** Military Leave

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

**Section 11.** Other Leaves State Legislation

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

**Section 12.** Other Leaves of Absence

- A. A leave of absence (educational or otherwise) without pay, not to exceed one (1) year, may be granted to a full-time, permanent employee by the Department Head with the approval of the County Administrator. A written request for a leave of absence must be submitted to the Department Head at least four (4) weeks prior to the requested date of leave stating the reason for the leave and the anticipated duration of the leave. Department Heads will

confer with the County Administrator and the Director of Human Resources prior to granting a leave to employees.

- B. A leave of absence without pay of up to one year may be granted to employees covered by this **contract** subject to the following conditions:
1. A leave of absence shall not be granted to accept other employment.
  2. No leave shall be authorized which may exceed the remaining period of **employment**.
  3. Not less than thirty (30) days prior to the expiration of an employee's leave, the employee shall be required to submit written notification to the Department Head of their intention to return to work.
  4. During a leave of absence without pay, there is no accrual of vacation credit, sick leave credit, or other leave credit, nor any retirement credit.
  5. **A leave of absences for educational purposes will not be granted until the employee has completed their probation period.**
- C. During a leave of absence without pay, subject to and consistent with the Group Health Insurance Plan, coverage may be continued provided direct payment of the total premium is made as prescribed. Failure to make timely premiums will result in cancellation of coverage.
- D. Upon the expiration of a leave of absence without pay, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

**Section 13. Tardiness and Emergency Events**

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

**ARTICLE X - ETHICS**

**Section 1. Financial Disclosure**

Employees covered by this **contract** who occupy positions subject to the provisions of the financial disclosure requirements are required to submit such disclosure forms in accordance with procedures as determined by the Board of Legislators. Employees who are subject to this requirement will be notified by the County Administrator Office.

**Section 2. Code of Ethics**

Pursuant to the provisions of Section eight hundred six of the general Municipal Law, the Board of Legislators of the County of St. Lawrence recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be

obtained and if public confidence is to be maintained in our unit of local government. It is the goal of the Board to promulgate these rules of ethical conduct for the officers and employees of the County of St. Lawrence. These rules shall serve as a guide for official conduct of the officers and employees of the County of St. Lawrence. The rules of ethical conduct as adopted, shall not conflict with, but shall be in addition to any prohibition of article eighteen of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees. Employees covered by this contract are to adhere to the provisions of Local Law No. 1 of 2009 as **amended in Resolution No. 291-2015 or the latest subsequent revisions as adopted by resolution of the Board of Legislators.**

**Section 3.** Affirmative Action

It is the policy of St. Lawrence County to provide equal opportunity in employment for all qualified persons; to prohibit unlawful discrimination in employment; and to promote the full realization of equal opportunity on a continuing basis through a realistic Affirmative Action Plan.

This policy of Equal Employment Opportunity:

- Applies to all persons without regard to race, color, creed, national origin, sex, age, sexual orientation, disability, religion, marital status, political affiliation, or criminal record.
- Applies to all County organizational departments and governs all County employment practices, policies, and actions.
- Provides that no local practice, or procedure or policy exists which serves to diminish or negate such equal opportunity.
- All employees are expected to comply with this policy directive and to insure equal opportunity in all Human Resources practices within their individual Department.

**ARTICLE XI - SAVINGS CLAUSE**

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

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

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

**Section 4.** This agreement shall remain in effect until 11:59 P.M. on December 31, 2024, and thereafter. Either party hereto may, on or after July 1, 2024, serve notice, in writing, upon the other party of its desire to amend, modify, or terminate this agreement effective January 1, 2025. In such

event, the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

## **ARTICLE XII - PRINTING AND DISTRIBUTION**

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



**ARTICLE XIII: LEGISLATIVE APPROVAL**

It is agreed by and between the parties that provisions 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 hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ST. LAWRENCE COUNTY

ST. LAWRENCE COUNTY  
INDIGENT DEFENSE

\_\_\_\_\_  
Joseph Lightfoot, Chair  
St. Lawrence County  
Board of Legislators

\_\_\_\_\_  
Sara Behuniak, President  
St. Lawrence County  
Indigent Defense Union

September 14, 2020

RESOLUTION NO. 255-2020

**AUTHORIZING THE CHAIR TO SIGN A CONTRACT WITH THE ST. LAWRENCE COUNTY INDIGENT DEFENDERS FOR 2020-2024**

By Mr. Perkins, District 7;  
Mr. Lightfoot, District 3; and Mr. Acres, District 8

**WHEREAS**, a bargaining unit for the St. Lawrence County Indigent Defenders was established in 2014 and worked with St. Lawrence County to establish an inaugural contract between St. Lawrence County and the St. Lawrence County Indigent Defenders, and

**WHEREAS**, the existing contract from 2015-2019 expired December 31, 2019 and negotiations occurred in 2020, and

**WHEREAS**, St. Lawrence County believes that it is in the best interest of both parties to successfully conclude negotiations with a five-year contract (2020-2024),

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Legislators authorizes the Chair to sign a contract with the St. Lawrence County Indigent Defenders for the contract period 2020-2024, upon the advice of the St. Lawrence County Negotiating Team.

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

I, Kelly S. Pearson, Deputy Clerk of the St. Lawrence County Board of Legislators, **DO HEREBY CERTIFY** that I have compared this Resolution No. 255-2020 Entitled “Authorizing the Chair to Sign a Contract with the St. Lawrence County Indigent Defenders for 2020-2024”, adopted September 14, 2020, with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

Kelly S. Pearson  
Kelly S. Pearson, Deputy Clerk  
St. Lawrence County Board of Legislators  
September 15, 2020

## Signatures of Bargaining Teams

For St. Lawrence County:

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Jonnie Dorothy  
Dir. of Human Resources/Chief Spokesperson

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Richard Perkins  
Legislator (Committee Chair)

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Joseph Lightfoot  
Legislator, Chair

---

Kevin Acres  
Legislator

---

Ruth Doyle  
County Administrator

---

Dylan Soper  
Assistant County Administrator

For Indigent Defenders:

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Sara Behuniak  
Union President/Chief Spokesperson

---

Heather Dona  
Assistant Conflict Defender

---

David Willer  
Assistant Public Defender

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Steven Ballan  
Assistant Public Defender

## APPENDIX A

### Liability Claims - County Employees

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

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

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

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

## APPENDIX B

### Grievance Procedure

#### Section 1. Declaration of Policy

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

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

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

**In the event a grievant secures counsel and initiates a civil lawsuit regarding the same subject matter of the grievance, the Union will withdraw from representation, voluntarily withdraw the grievance, and permit the grievant to proceed as their elected remedy in civil court.**

#### Section 2. Stages

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

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

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

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

#### Section 3. Time Limits

Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance, if on the part of the employee; should the employer or its representative fail to timely respond at any step of the procedure, the employee shall then be entitled to appeal to the

next step or directly to arbitration, as the case may be. Any of the time limits may be waived for good reason by the written mutual consent of the parties.

**Section 4.** Documentation

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

**Section 5.** Scope of Authority and Power of Arbitration

- A. Should the grievance be advanced to Arbitration, the facilities, rules, and regulations of the Arbitration Program of the Public Employment Relations Board will be utilized.
- B. The Arbitrator is empowered to receive, investigate, adjust, and adjudicate grievances submitted to him/her in accordance with this procedure. The jurisdiction to the Arbitrator is limited to grievances of the employees within the negotiating unit.
- C. The Arbitrator may conduct a hearing, take testimony of the parties, and their witnesses, receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of the hearing not inconsistent with the provisions of this grievance procedure.
- D. The Arbitrator shall neither add to, detract from, nor modify the language of this agreement in arriving at the determination of any issue that is presented for determination.
- E. The Arbitrator shall expressly confine himself/herself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declaration of an opinion which are not directly essential in reaching the determination.
- F. The Arbitrator shall not be bound by formal rules of evidence.

**Section 6.** Arbitration Procedure

- A. Within sixty (60) days after the conclusion of the hearing, the Arbitrator shall issue a written report containing a statement of findings of fact, conclusion, and determination.
- B. The decision of the Arbitrator shall be binding on the Union, the employee, and the County.
- C. The fees and expenses of the Arbitrator, and the cost of stenographic services, shall be shared equally by the employer and the Union.

**APPENDIX C - SALARY SCHEDULE**

Effective the first full payperiod in 2020												
<b>STEP</b>	<b>BASE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>MAX</b>
SALARY	\$67,353	\$68,608	\$69,890	\$71,197	\$72,529	\$73,889	\$75,275	\$76,690	\$78,133	\$79,604	\$81,106	\$86,772
Effective the first full payperiod in 2021												
<b>STEP</b>	<b>BASE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>MAX</b>
SALARY	\$69,206	\$70,495	\$71,812	\$73,155	\$74,524	\$75,921	\$77,346	\$78,799	\$80,282	\$81,793	\$83,336	\$89,158
Effective the first full payperiod in 2022												
<b>STEP</b>	<b>BASE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>MAX</b>
SALARY	\$71,109	\$72,434	\$73,787	\$75,167	\$76,573	\$78,009	\$79,473	\$80,966	\$82,489	\$84,042	\$85,628	\$91,610
Effective the first full payperiod in 2023												
<b>STEP</b>	<b>BASE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>MAX</b>
SALARY	\$73,064	\$74,426	\$75,816	\$77,234	\$78,679	\$80,154	\$81,658	\$83,192	\$84,758	\$86,354	\$87,983	\$94,129
Effective the first full payperiod in 2024												
<b>STEP</b>	<b>BASE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>MAX</b>
SALARY	\$75,073	\$76,473	\$77,901	\$79,358	\$80,843	\$82,358	\$83,904	\$85,480	\$87,089	\$88,728	\$90,402	\$96,718
<p>* these numbers represent the annual salary rounded to the nearest dollar (ex. Effective 2020 - Step 2 = \$69,889.82)</p> <p>** any errors in this table will be remedied according to the negotiated language</p>												