

AGREEMENT

BETWEEN THE

COUNTY OF ST. LAWRENCE

AND

ST. LAWRENCE COUNTY  
SHERIFF'S SUPERVISOR ASSOCIATION, INC.

**2022 - 2026**

**St. Lawrence County Sheriff's Supervisor Association, Inc.**

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## **ARTICLE I: PREAMBLE**

The County of St. Lawrence, hereinafter referred to as the "County" and St. Lawrence County Sheriff Supervisor Association Inc., 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 the Union as the sole and exclusive representative for all employees in the unit described in Article III for the collective bargaining and grievances, as prescribed by law.

Section 2. The County shall deduct from the wages of employees and remit to the Union 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 (electronic communication will satisfy this obligation) to the County from the Union.

Section 3. The Union 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 include only the following Criminal Division employees:

- A. Deputy Sheriff Sergeants
- B. Deputy Sheriff - Detective Sergeants

Section 2. The County shall notify the Union within 10 days of promoting employees to the rank of Deputy Sheriff Sergeant or Deputy Sheriff - Detective Sergeant.

Section 3. The County agrees that international, council or local representatives or their designees 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 made at least 24 hours in advance except in the case of an emergency. Such representative shall not interfere with performance of assigned duties.

Section 4. The County agrees to furnish facilities for Union meetings.

Section 5. The County agrees to provide bulletin boards for use by the Union and to permit the Union to post notices on them or the use of the County email system with emails marked as Union subject matter not to be monitored by the County.

Section 6. The County shall be responsible for the cost of printing copies of the tentative agreement and the final contract agreement for distribution by the Union to present employees and any new employees promoted.

Section 7. 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 Sheriff's Office. 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 8. The Union president or designee and up to one (1) other employee 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 seven (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 9. Time off with Pay

- A. Time off with pay shall be granted by the Sheriff to appointed Union 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 7 ½ days shall be granted per year for Association functions.
- B. Time off with pay shall be granted by the Sheriff to appointed Union stewards to attend Union related training up to a maximum of six (6) employee days per year. More days may be granted with prior approval from the Sheriff.

Section 10. Written notification (to include electronic communication) shall be presented to the Sheriff by the President of the Union no later than two (2) weeks in advance of the date the leave is to commence. However, the Sheriff may grant time off for official union functions with less than two (2) weeks' notice if said time off does not interfere with the operations of the Sheriff's Office.

Section 11. 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 Board of Legislators and include one (1) individual from the Sheriff's Administration. The Union President will appoint two (2) members in addition to himself/herself.

- C. Both the County and the Union will appoint a Chair and meetings will be called by mutual agreement of the Chair. The Sheriff shall grant time off to appointed members without loss of pay or charge to leave credits. It is understood that the Union representatives may attend Labor Management Meetings.

#### **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.

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

- A. 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.
- B. Subject to the limitations set forth in this agreement the rights and responsibilities of the County include, but are not limited to the following:
  - 1. To determine the standards of services to be offered by its offices, agencies and departments;
  - 2. To direct the employees of the County;
  - 3. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees, for cause and employees on probation may be dismissed according to St. Lawrence County Civil Service Rules;
  - 4. To relieve employees from duties because of lack of work, or for other legitimate reasons;
  - 5. To determine the methods, means and personnel by which such operations are to be conducted;
  - 6. To maintain the efficiency of Government Operations entrusted to them.

##### **C. 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.

## Section 2. Rights and Responsibilities of the Union

- A. Employees of the Sheriff's Office 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.
- B. The Union has the right to represent all employees of the Sheriff's Office 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.
- C. 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.
- D. 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. **Effective the first full pay period in January 2022 (January 8, 2022), two and three quarters percent (2.75%) will be applied to all steps on the salary schedule and all employees not at Step 3 will move to the next step in accordance with Appendix A.**

Section 2. **Effective the first full pay period in January 2023 (January 7, 2023), two and three quarters percent (2.75%) will be applied to all steps on the salary schedule and all employees not at Step 3 will move to the next step in accordance with Appendix A.**

Section 3. **Effective the first full pay period in January 2024 (January 6, 2024), two and three quarters percent (2.75%) will be applied to all steps on the salary schedule and all employees not at Step 3 will move to the next step in accordance with Appendix A.**

Section 4. **Effective the first full pay period in January 2025 (January 4, 2025), two and three quarters percent (2.75%) will be applied to all steps on the salary schedule and all employees not at Step 3 will move to the next step in accordance with Appendix A.**

Section 5. **Effective the first full pay period in January 2026 (January 3, 2026), two and three quarters percent (2.75%) will be applied to all steps on the salary schedule and all employees not at Step 3 will move to the next step in accordance with Appendix A.**

Section 6. **Employees hired/promoted after June 30 will not be eligible to receive step movement until after one year of service in accordance with this Article. (Ex. employee hired July 1, 2021 will not receive first step movement until January of 2023 according to provisions specified in this section.)**

Section 7. Employees will be entitled to overtime compensation (at the rate set forth in Section 8 9 and 10 below) for all authorized “unscheduled” shift assignment work over and above their “scheduled” shift assignment work per shift.

Excused absences shall count toward their scheduled shift assignment work.

Section 8.

- A. Authorized overtime will be paid at one and one half (1.5) times the employees annual salary (computed by dividing annual salary by 2,080 hours).
- B. With the following exceptions, employees who work overtime may elect to take compensatory time off at one and one half (1.5) times the actual hours worked.
  - 1. Exceptions:
    - a) Snowmobile, Boat, and ATV Patrols
    - b) DWI Patrols
    - c) Special Traffic Details Reimbursed by Grants
    - d) Hospital Details
    - e) In-Service Training
    - f) County Fair, Field Day, Sporting Event Assignments
    - g) Backfilling for Absent Employees Utilizing Compensatory Time

Such compensatory time off will be scheduled with prior approval of the Sheriff or designee.

- C. Forty-eight (48) hours’ notice is required to utilize compensatory time. The Sheriff may waive this limit if it does not negatively impact operations of the Office (ie. create overtime).
- D. The maximum amount of compensatory time that can be taken by an individual within a calendar year is ninety (90) hours.
- E. Compensatory time earned shall be taken within the year it is earned. Any unused compensatory time 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 in the first full payroll period in January and calculated at the rate which it was earned.
- F. Compensatory hours on the time and accrual sheets already include one and one-half (1.5) times the number of hours actually worked.
- G. Compensatory time cannot be used in the same pay period that it is earned or accrued. (Employees may not utilize more than the available balance as indicated on their most recent pay check or direct deposit notification).

Section 9. Employees called in, or required to work while off duty shall receive pay, calculated at (1.5) times their appropriate regular rate, for a minimum of four (4) hours except if the hours worked are immediately before or immediately after a scheduled shift; in which case the employee shall be paid at the appropriate rate of one and one-half (1.5) times their regular rate and for only the hours actually worked.

Section 10. Overtime work shall be offered to employees on the basis of seniority, Article XV Section 3, on a rotating basis. A roster will be kept listing all Supervisors by rank and time in grade. This roster will be used to equalize the opportunity for overtime to the fullest extent possible. If no sergeant is scheduled to work the shift in need of overtime staffing, the overtime will be offered first to a sergeant and then to another employee.

**Note: During situations where specific skill sets/certifications are required administration reserves the right to call in an employee with the required skill set/certification regardless of the OT roster and without affecting the OT rotation. (Example: During a situation where a Sniper is needed, Administration has the ability to call in an employee with sniper skills/expertise).**

Section 11. Pre-Shift Briefing: Effective the date of ratification, covered members required to report 15 minutes prior to the start of their assigned shift for briefing shall be compensated at their base rate of pay for such time. Pre-shift Briefing is not calculated towards additional hours worked for overtime.

Section 12. Effective November 1, 2021 all employees that are reinstated (civil service definition) to their previous job within a year of the date they resigned or retired will be placed on the same step that they left at. Benefits will start over as if employee is a new hire except the employee will have the same benefit accrual rate that they left at. Seniority will be adjusted to reflect the amount of time the employee was resigned or retired. (Ex. Seniority date 10/06/20 becomes 12/06/20 if the employee resigns on 01/05/21 and is reinstated on 03/05/21.) Employees hired prior to November 1, 2021 will not be adjusted based on this language.

## ARTICLE VI: WORK DAY AND WORK WEEK

Section 1. All employees shall be scheduled a minimum of 160 hours of shift assignment work every two (bi-weekly) pay periods, and shall work an average of 80 hours of scheduled shift assignment work each bi-weekly pay period. Shift assignment work will be done in 8 hour days; the hours of work will be at the discretion of the Sheriff, as long as they are 8 consecutive hours and in consecutive days.

Section 2. The procedure for shift selection shall be as follows: Shift bids will be done quarterly. All shift assignments shall be posted (can be done through email). Employees shall submit requests for shift preference by the 10<sup>th</sup> of said months. Employees shall be assigned to shifts of their preference in accordance with seniority. Awards shall be made effective January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and Oct. 1<sup>st</sup> of each year. For the purpose of this Article, seniority will be in accordance with Article 15.3.

Section 3. Jury Duty: For employees required to serve on jury duty on a regular scheduled work day, any time spent serving on jury duty will count towards their 8 hour regular work day.



## ARTICLE VII: HOLIDAYS

Section 1. All employees in the bargaining unit shall receive twelve (12) days (**96 hours**) off per year in lieu of holidays. Any employee who is required to work on Christmas shall be paid (2) two times his/her regular hourly rate. **Any employee who is required to work holidays other than Christmas is to be paid one and one-half (1.5) times his/her regular 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
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Section 4. Holidays shall be designated each year by the Human Resources. All employees shall have twelve (12) floating holidays as is the current practice.

## 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 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:

1 - 5 years completed service – 10 days annual vacation  
6 - 10 years completed service – 20 days annual vacation  
11- 19 years completed service – 25 days annual vacation  
20 or more years completed service – 30 days annual vacation

No employee can accrue more than 480 hours of vacation credit.

Section 2. Request for blocks of 40 hours or more shall be submitted to the Sheriff or his designee during the bidding period in which the vacation is requested for seniority to be considered and shall be acted upon within 10 days. For employees not in a bidding assignment the request for blocks of 40 hours shall be submitted to the Sheriff or his designee at least 30 days prior to the block of time requested.

Section 3. When, upon retirement or resignation, the employee has accumulated unused vacation time, the employee may elect to receive the monetary value computed at the employee's regular hourly rate of that accumulated unused vacation, **provided the employee gives a 2 week notice and works the entire notice period (except when the employee has a medical emergency or exigent circumstances exist) at the discretion of the Sheriff.** In case of death, the County shall pay the monetary value of the deceased's accumulated unused vacation, -personal, and holiday time to the employee's beneficiary(ies) as designated on the employees St. Lawrence County Group Life Insurance card.

Section 4. Members may be paid the monetary value of 5 vacation days by charging it against vacation accruals if:

- A. They take five (5) or more consecutive days of vacation within the same calendar year (holidays and weekends do not count).
- B. The requested vacation time must be requested in writing stating that the 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 a member has received the monetary value of the vacation days, the requested vacation block may not be canceled or changed.

This section may be exercised only once per member in each calendar year. All requests for vacation time are subject to Department Head approval.

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. At the option of the Sheriff or his designated representative, 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 physical and/or mental 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 as follows: Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister, Grandparents. The above terms include natural, in-law, and step relationship.
- B. All employees will receive sick leave at a rate of five (5) hours per payroll period.
- C. Such earnings may be accumulated up to a maximum of two thousand eighty (2080) hours. 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 (½) 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.

Section 2. An employee on sick leave more than two (2) consecutive days, may at the discretion of the Sheriff, 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 County suspects that an employee is abusing sick leave, the County 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 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. Long-term illness shall be defined as an illness that results in time off work of at least six consecutive weeks. Extended sick leave is not intended for minor illnesses, injuries, or disabilities. Surgeries must be in connection with a long-term illness and must be medically necessary. 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 (½) 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. Extended sick leave pay will only be provided for consecutively missed days connected to the extended sick leave taken for the long-term illness. Extended sick leave pay will cease upon the employee's return to work with medical documentation.

The extended sick leave benefit is available to eligible employees one (1) time in their tenure with the County. Once an employee elects to use this benefit, they shall not continue to accrue the benefit nor shall it be available for uses not related to the original injury or ailment.

Employees hired on or after January 1, 2016 shall not be eligible for extended sick leave.

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 unless emergency circumstance exist where that is not possible.

Section 5. 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 6. Sick leave credits will not accrue during leaves of absences without pay, or periods of suspension.

Section 7. A record of such sick leave shall be filed with the Human Resources.

Section 8. Drug Testing: The Sheriff 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 Sheriff Office policies and procedures, is to be used in conjunction with this reasonable suspicion.

### **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. The Sheriff or his designee may limit the number of employees granted personal leave to one employee per division, per title. 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 Human Resources.

Personal leave shall be granted based on seniority. However, once granted it shall not be taken away from one employee and granted to another on the basis of seniority or rank. Personal leave shall not be considered unless it is in the current shift bid, and at no time shall it be considered more than ninety (90) days in advance of the leave requested (i.e. Christmas Eve cannot be requested prior to November 1<sup>st</sup> when bid shift is posted). No personal leave may be taken on a holiday. Personal leave may accrue to a maximum of forty-eight (48) hours. Employees may not utilize more than the available balance as indicated on their most recent pay check or direct deposit notification.

Section 2. 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, Great Grandparents. The above terms include natural, in-law, and step relationship.

Section 3. 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 one (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 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 Human Resources. 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 Workers' Compensation benefits as provided by New York State Law. He/she may, however, accept the medical care provided by Workers' Compensation and elect to receive full pay for such time off as he/she 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.

Employees injured on duty or otherwise eligible for coverage under General Municipal Law Section 207-c shall be subject to the County policy and procedures outlining GML §207-c. Both parties recognize the need to update the current County GML § 207-c policy. Pursuant to that recognition, the parties shall review and agree upon certain revisions, as designated by the parties, to the County policies and procedures for administering General Municipal Law §207-c through the Joint Labor-Management Committee process with the expectation that all other policies and procedures not so designated shall remain consistent with past performance. Notwithstanding the aforementioned, nothing within this statement shall be used to restrict or impair the rights and responsibilities reserved by the County in administering the current or prospective GML § 207-c policies and procedures.

## ARTICLE XIII: HEALTH AND OTHER INSURANCE

Section 1. The County will provide eligible employees and their dependents with health insurance coverage equivalent or better than the current plan in effect **with exceptions as negotiated**. It shall be the sole and exclusive right of the County to determine the insurance carrier.

Section 2. The County will provide a Preferred Provider Plan.

Commencing in 2022, the employee shall be responsible for a percentage of the total premium equivalent rate (**includes but is not limited to costs related to: claims, RX, TPA, consultants, etc.**) for the selected plan: **The percentages and the effective date of the percentages will mirror CSEA union negotiated employee contribution percentages.**

Effective January 1, 2022, the prescription co-pays will be as follows:

	Generic	Formulary	Non-Formulary
Retail	\$15.00	<b>\$35.00</b>	<b>\$50.00</b>
Mail Order	\$15.00	<b>\$50.00</b>	<b>\$80.00</b>

Effective January 1, 2019, employees utilizing Brand Name Maintenance medications that are on the SLC Meds (CanaRX) formulary (\$0 copay) but go through Pro-Act will pay an additional \$50 copay for these drugs.

Effective January 1, 2019, medical PCP/Specialty co-payments shall increase from \$17.00 to \$20.00. In-patient Hospital and Emergency Room (non-emergent) co-pays shall be \$100. Emergency Room (emergent) co-pays shall be \$50. Out of Network UCR (Usual, Customary, and Reasonable) allowance will change from 90% to 75%. Out of Network co-insurance will change from 20% to 40%. **Effective November 1, 2021 telemedicine co-pays shall change from \$10 to \$0.**

All enrollees and dependents shall participate in the specialty drug savings program. In doing so, the County agrees to an appeals process in which any member of the plan that is not reimbursed for the 20% coinsurance on specialty medicines will be reimbursed by the County so that the “out-of-pocket” cost to the member shall not exceed the co-payment had the prescription been filled under the traditional 3 tiered prescription plan. This appeals mechanism shall be coordinated through the Prescription Benefit Manager so that there is no up-front cost to the employee for these specialty medicines when copayment assistance is not available.

If an employee is killed in the line of duty (death occurs as the direct and proximate result of a personal injury sustained in the line of duty which does not include dying of natural causes at work/on duty), the spouse of the employee shall receive fully paid medical insurance in effect at the time for current employees until such time of death or remarriage. Other dependents who were covered at the time of death shall continue to receive benefits until they would have otherwise been ineligible under the policy provided to the employee.

Section 3. Eligibility for membership in the County Insurance Program will commence on the first (1<sup>st</sup>) 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 Human Resources.

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. The coverage for the individual employee shall be \$20,000.

Section 5.

- A. Employees returning from leaves of absence without pay, or Workers' Compensation, must review his/her benefit participation status with Human Resources 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. The Union 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 7. The Union agrees to join the Flexible Benefit Plan (IRS Section 125) currently offered by the County. Insurance premiums covered under IRS Section 125 (i.e. health, dental, life) shall be a mandatory part of the plan for all employees.

Section 8. 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 \$30.00 per month towards 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.

Section 9. The County agrees to cover the member contribution cost portion of the vision and dental plan in effect at the time of ratification. The additional cost of beneficiaries shall be borne by the member.

#### **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 Human Resources.

Section 3. Effective October 1, 1998, The County shall provide a twenty-year retirement plan for eligible members as provided for in Section 552 under Article 14-B of the retirement and social security law.

#### **Section 4. Upon Retirement: **Health Insurance****

A. Any active employee with 1,250 or more hours of unused sick time at the time of retirement may use the cash value to pay up to a maximum of 15 years of health insurance premiums. Effective upon ratification of the 2018-2021 Agreement, any active employee with 1,500 or more hours of unused sick time at the time of retirement may use the cash value to pay up to a maximum of 20 years of health insurance premiums.

**B. An employee may continue health insurance benefits after retirement by meeting the following requirements as well as the requirements set forth in the summary plan document:**

- 1.) Employee must continue to make premium contributions;**
- 2.) Employee must have been enrolled in the health plan for five (5) continuous years directly prior to retirement;**
- 3.) Employee must be enrolled in the health plan at the time of retirement.**

Coverage for dependents **will only be allowed if dependents are on health insurance at the time of employee retirement and may be discontinued at any time.** Retirees cannot re-enroll if coverage is terminated or add dependents once terminated, unless otherwise provided by law.

- C. **Survivor's Coverage:** An employee's spouse and/or dependent children may be able to continue benefits after the employee's death by making contributions, if required by the County, and by meeting the requirements as set forth in their Collective Bargaining Agreements.

No application for this continuation of coverage will be accepted more than 90 days after the date of death of the employee or retired employee.

The benefits of this section are in addition to, and not in place of, the continuation and conversion benefits provided elsewhere in the Summary Plan Description.

**D. Medicare Part B**

The County shall establish a "member +1" insurance option for unit members and retirees who meet the following criteria:

- Age 65 or older, and
- Medicare Part B enrolled, and
- Currently enrolled in the St. Lawrence County Health Benefit Plan

## **ARTICLE XV: SENIORITY**

**Section 1.** Seniority shall commence with the date of first hire by the Sheriff's Department. The County agrees to a seniority preference list, regarding lay off and recalls to work based upon the individual employee and his job classification. Recalls will be based upon seniority and qualifications within the bargaining unit of the St. Lawrence County Sheriff's Office. **In no event, will this interfere with employee rights pursuant to Civil Service Law and/or the Counties obligations pursuant to Civil Service Law.**

**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 will be done in accordance with law and other sections of this agreement. **In no event, will this interfere with employee rights pursuant to Civil Service Law and/or the Counties obligations pursuant to Civil Service Law.**

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



## ARTICLE XVI: UNIFORMS

Section 1. The County shall provide uniforms and equipment, as itemized herein, to all employees of the Sheriff's Office 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 Office.

Section 3. The County agrees to furnish each uniformed Sergeant with five (5) winter weight uniforms and five (5) summer weight uniforms. A uniform is to consist of one (1) shirt and one (1) pants, one (1) winter coat, one (1) rain coat, one (1) felt Stetson-style hat, and one (1) foul weather hat. The County agrees to furnish as needed, but not to exceed one (1) pair of shoes per year, one (1) pair of insulated, waterproof boots (Road Patrol only) and gloves (Road Patrol only). After receiving the initial complement of uniforms, on July 1st of each year, every Sergeant shall receive one (1) summer weight shirt and pants and one (1) winter weight shirt and pants. Winter coat, raincoat and hats are to be replaced as needed to maintain appearance of uniforms. The County agrees to provide for the repair and for replacement of uniforms due to damage or normal wear and tear. Also, one mini-mag flashlight to all criminal division employees.

Section 4. The Sheriff shall determine the style of uniform and the dates of changing from summer to winter uniforms, and vice versa.

Section 5. The County shall provide, maintain, and service weapons to all Sergeants, Detective Sergeants, required to carry them, which shall also include accessories such as gun belt, holster, carry conceal holster, belt keeper, bullet holder, hand-cuffs and hand cuff holder, key holder, flashlight, Sam Brown belt, and two (2) cuff keys, special clothing and equipment to perform specialty jobs such as evidence collection, firearms training, special assignment details.

Section 6. The County agrees to replace or repair all clothing of Investigators and/or any Supervisor working in plain clothes damaged in the line of duty.

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

Section 8. The County shall pay the full cost of cleaning of uniforms of all employees covered by this Agreement unless otherwise stated.

Section 9. Effective August 5, 2013, the County shall furnish PL CPL and V&T Manuals for each patrol car, and for each Detective Sergeant. Regular updates shall also be provided. Replacement for lost books or updates shall be at the option of the Sheriff or his/her designee.

Section 10. Effective **January 1, 2022**, the County shall pay each detective sergeant **\$800** for plain clothes maintenance. This sum is to be paid in the first audit in the month of December.

## 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. Employees who travel in excess of 500 miles in a day, or employees who are required to stay overnight outside of St. Lawrence County on county business shall be reimbursed lodging expenses. In addition, such employees shall be reimbursed for meals in an amount not to exceed \$50 per day inclusive of gratuity. Expenses incurred for meals and lodging are payable upon presentation of receipts.

Section 3. If an employee is required to travel in excess of 75 miles from the Public Safety Complex, they will be entitled to meals based on the rates listed below. Expenses incurred for meals and lodging are payable upon presentation of receipts. Meals will be reimbursed as follows: \$8 for breakfast, \$15 for lunch, \$25 for dinner and no reimbursement for in county meals. All meal allowance are inclusive of any gratuity.

## ARTICLE XVIII: HAZARDOUS DUTY BENEFIT

A Hazardous Duty Benefit (HDB) shall go into effect on the anniversary date of an employee's 3<sup>rd</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> year of service.

Effective the **first full pay period in January 2022 (effective date January 8, 2022)**, the hazardous duty benefit shall be worth the following amounts on the employee's hourly rate, up to 2080 hours annually, as follows:

Year	Amount
3	<b>ninety cents (\$.90)</b>
5	<b>one dollar and five cents (\$1.05)</b>
10	<b>one dollar and thirty cents(\$1.30)</b>
15	<b>one dollar and fifty-five cents (\$1.55)</b>
20	<b>one dollar and eighty cents (\$1.80)</b>

## ARTICLE XIX: 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. This file 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 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 work hours.
- B. No letter of criticism, or any other document derogatory in nature may be placed in an employee's official personnel file 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 6, 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, or similar type test for any reason whatsoever.

Section 4. The County agrees to continue to sponsor educational courses and training programs **as recommended by the Sheriff to the County Administrator**, 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 the Union 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. The Union will be notified of the title and pay grade and will be furnished a job specification of the position. If the Union 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, the Union 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.

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 (can be sent electronically) . Results of said examinations will be published as soon as they are released by Human Resources. Copies of each examination notice and press release of marks will be furnished to the President of the Union.

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

Section 9. The County further agrees that the Union 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 safety features concerning ammunition, vehicle repair and up keep, prisoner cages, restraints, weapons and other related matters.

Section 11. The County and the Union shall jointly devise an evaluation system by which the Sheriff shall evaluate all departmental personnel on a semi-annual basis. Meetings between the County and the Union for this purpose shall commence no later than three (3) months after the signing of this agreement.

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. Provisions of this contract will not apply to any employee that separates service prior to date of ratification (ratification date) including but not limited to payments of any kind.**

## **ARTICLE XX: 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 of any discipline in writing 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 County 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 their 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 County and the Union or between the County 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 County 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/her 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/her designee may suspend without pay an employee charged with the commission of a crime. Such employee shall notify his/her 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/she 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 six (6) 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 XXI: 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 County's explanation of the subject matter of a complaint.
- B. "Union" means the St. Lawrence County Sheriff's Supervisor Association Inc.
- 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 fifteen (15) workdays 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 County 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 his/her superior. A decision shall be rendered to the grievant and his/her representative within five (5) workdays 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) workdays of the date such decision is received by the local Union President, or his/her authorized representative, to the Sheriff or his designee. The Sheriff or his/her 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) workdays 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) workdays 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) workdays 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) workdays 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) workdays 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 XXII: SAVINGS CLAUSE**

Section 1. The County 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 p.m. on December 31, 2026. Either party hereto may, on or after July 1, 2026, serve notice, in writing, upon the other party of its desire to amend, modify or terminate this agreement effective January 1, 2027. 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, 2027, the County and Union agree to work under the terms of this agreement until such time as a new agreement is signed.

Section 6. Past Practice – Savings Clause

Any and all rights, benefits or privileges previously enjoyed by the Union, not covered by this agreement, which are based primarily on custom or past practice, shall remain in effect unless changed through the collective bargaining process.

**ARTICLE XXIII: 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 1 day of November 2021.

ST. LAWRENCE COUNTY

  
\_\_\_\_\_  
William Sheridan, Chair  
Board of Legislators

ST. LAWRENCE COUNTY  
SHERIFF SUPERVISOR ASSOCIATION, INC.

  
\_\_\_\_\_  
Leighton Filiatrault, President  
St. Lawrence County  
Sheriff Supervisor Association, Inc.

November 1, 2021

RESOLUTION NO. 340-2021

**AUTHORIZING THE CHAIR TO SIGN A CONTRACT WITH THE ST. LAWRENCE COUNTY SHERIFF'S SUPERVISOR ASSOCIATION, INC. FOR 2022-2026**

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

**WHEREAS**, the contract between St. Lawrence County and the St. Lawrence County Sheriff's Supervisor Association, Inc. expired on December 31, 2021, and

**WHEREAS**, the contract negotiations between St. Lawrence County and the St. Lawrence County Sheriff's Supervisor Association, Inc. are complete, and

**WHEREAS**, as a result of contract negotiations, the Negotiations Team is recommending a five (5) year collective bargaining agreement (2022-2026), and

**WHEREAS**, on October 29, 2021, the St. Lawrence County Sheriff's Association voted to ratify the Collective Bargaining Agreement,

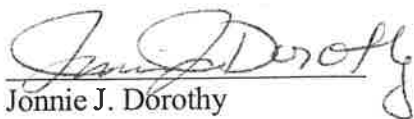
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Legislators authorizes the Chair to sign the contract between St. Lawrence County and the St. Lawrence County Sheriff's Supervisor Association, Inc. upon the advice and approval of the St. Lawrence County Negotiating Team, with formal ratification by the membership of the St. Lawrence County Sheriff's Supervisor Association, Inc.

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. 340-2021 Entitled "Authorizing the Chair to Sign a Contract with the St. Lawrence County Sheriff's Supervisor Association, Inc. for 2022-2026", adopted November 1, 2021, 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  
November 2, 2021

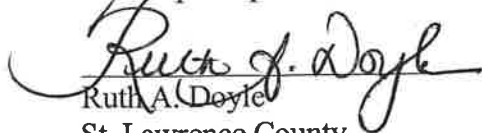
SIGNATURES OF BARGAINING TEAMS



Jonnie J. Dorothy  
St. Lawrence County  
Chief Spokesperson, Director of HR



Paul Iachetta  
SLC Sheriff Supervisor Assoc. Inc. (UPSEU)  
Chief Spokesperson, Labor Rel. Specialist



Ruth A. Doyle  
St. Lawrence County  
Administrator



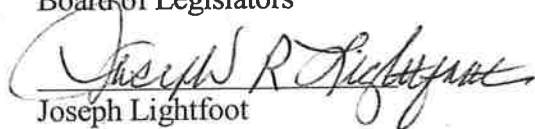
Leighton Filiatrault, President  
SLC Sheriff Supervisor Assoc. Inc.  
President, Deputy Sergeant



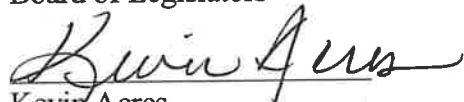
Rick Perkins  
St. Lawrence County  
Board of Legislators



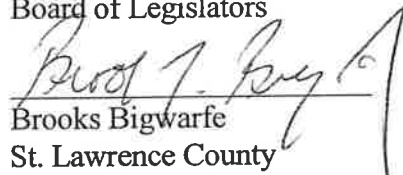
Shawn McCarga  
SLC Sheriff Supervisor Assoc. Inc.  
Detective Sergeant



Joseph Lightfoot  
St. Lawrence County  
Board of Legislators



Kevin Acres  
St. Lawrence County  
Board of Legislators



Brooks Bigwarfe  
St. Lawrence County  
Sheriff



Sean O'Brien  
St. Lawrence County  
Under Sheriff

**APPENDIX A  
SALARY SCHEDULE**

Employees will be paid eighty (80) hours of hazardous duty pay per payroll period plus any amount of overtime will not include hazardous duty pay at the appropriate rate.

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

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

**SALARY SCHEDULE**

<b>Effective Date</b>		<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>01/08/2022</b>	<b>Sergeant</b>	<b>\$65,814</b>	<b>\$67,190</b>	<b>\$69,323</b>	<b>\$72,231</b>
	<b>Detective Sergeant</b>	<b>\$69,974</b>	<b>\$71,350</b>	<b>\$73,483</b>	<b>\$76,391</b>
<b>01/07/2023</b>	<b>Sergeant</b>	<b>\$67,624</b>	<b>\$69,037</b>	<b>\$71,229</b>	<b>\$74,217</b>
	<b>Detective Sergeant</b>	<b>\$71,898</b>	<b>\$73,312</b>	<b>\$75,504</b>	<b>\$78,492</b>
<b>01/06/2024</b>	<b>Sergeant</b>	<b>\$69,484</b>	<b>\$70,936</b>	<b>\$73,188</b>	<b>\$76,258</b>
	<b>Detective Sergeant</b>	<b>\$73,875</b>	<b>\$75,328</b>	<b>\$77,580</b>	<b>\$80,650</b>
<b>01/04/2025</b>	<b>Sergeant</b>	<b>\$71,394</b>	<b>\$72,887</b>	<b>\$75,201</b>	<b>\$78,355</b>
	<b>Detective Sergeant</b>	<b>\$75,907</b>	<b>\$77,400</b>	<b>\$79,714</b>	<b>\$82,868</b>
<b>01/03/2026</b>	<b>Sergeant</b>	<b>\$73,358</b>	<b>\$74,891</b>	<b>\$77,269</b>	<b>\$80,510</b>
	<b>Detective Sergeant</b>	<b>\$77,995</b>	<b>\$79,528</b>	<b>\$81,906</b>	<b>\$85,147</b>

These numbers represent the annual salary rounded to the nearest dollar. Any errors in this table will be remedied according to the negotiated language in Article V: Administration of Salary Plan.