



AGREEMENT

BETWEEN THE
COUNTY OF ST. LAWRENCE



-AND-



ST. LAWRENCE COUNTY
DEPUTIES ASSOCIATION, Inc.

2018 - 2021



ST. LAWRENCE COUNTY
AND
ST. LAWRENCE COUNTY DEPUTIES ASSOCIATION, INC.

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ARTICLE I: PREAMBLE

The County of St. Lawrence, hereinafter referred to as the "County" and St. Lawrence County Deputies 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 purpose of 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 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 the following titles:**

Deputy Sheriff

Detective

Deputy Sheriff – Part Time

Section 2. **For Part Time Staff see Appendix B.**

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

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

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

Section 6. The County agrees to provide bulletin boards for use by the Union and to permit the Union to post notices on them.

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

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

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

Section 10. Time Off With Pay

- A. Time off with pay shall be granted by the Sheriff to appointed Association representatives to attend official Association functions. However, not more than two (2) employees shall be granted time off at any one time, and not more than a total of 72 work hours shall be granted per year for Association functions.
- B. Time off with pay shall be granted by the Sheriff to appointed Association members to attend union training up to a maximum of 48 work hours per year. More days may be granted with prior approval from the Sheriff.

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

Section 12. Labor-Management Program

- A. The County and the Union agree to establish a joint Labor-Management Committee for the purpose of providing communication, discussion and resolution of problems arising from the interpretation and administration of said contract and other conditions or terms of employment.
- B. The Labor-Management Committee shall be composed of three (3) members appointed by the Chairman of the St. Lawrence County Legislature. The Union President will appoint two (2) members in addition to him/herself.

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

ARTICLE IV: RIGHTS AND RESPONSIBILITIES

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

A. RIGHTS AND RESPONSIBILITIES OF THE COUNTY:

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

Section 2. Unless otherwise limited by this Agreement, the Rights and Responsibilities of the County include, but are not limited to the following:

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

Section 3. Rules and Regulations

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

B. RIGHTS AND RESPONSIBILITIES OF THE UNION:

Section 1. Employees of the Sheriff's 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.

Section 2. 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.

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

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

ARTICLE V: ADMINISTRATION OF THE SALARY PLAN

Section 1.

- A. **Effective the pay period ending January 12, 2018, a one half of a percent (0.5%) shall be added to each step and an additional \$750 will be added to step 10.**
- B. **Effective the pay period ending January 11, 2019, one percent (1%) shall be added to each step and an additional \$750 will be added to step 10.**
- C. **Effective the pay period ending January 10, 2020, one and a quarter percent (1.25%) shall be added to each step and an additional \$750 will be added to step 10.**
- D. **Effective the pay period ending January 8, 2021, one and a half percent (1.5%) shall be added to each step and an additional \$750 will be added to step 10.**
- E. **Effective the beginning of the pay period that is paid on the second pay date of each year, employees not at step 10 shall move to the next step in accordance with Appendix A (ex. for calendar year 2019 - effective date 12/29/18 paid on 01/18/19)**

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

Section 3. The County agrees to pay an employee who works out of title an additional fifty (.50) cents per hour for each hour the employee works at a higher classification. This rate will only be paid after a period in excess of one-half of a shift. Furthermore, out of title pay will not be paid when the Sheriff, Undersheriff or Sergeant, and/or Detective Sergeant is on duty, except in cases where an employee is directed to assume the duties of a higher classification when one of the indicated officials is on duty. In those cases, the employee shall receive the payment for the entire shift.

Section 4. Employees will be entitled to overtime compensation (at the rate set forth in Section 5 below) for all authorized "unscheduled" shift assignment work over and above their "scheduled" shift assignment work during a bi-weekly pay period.

Excused absences shall count toward their scheduled shift assignment work.

Section 5.

- A. Authorized overtime will be paid at one and one half (1½) times the employees' annual salary (computed by dividing annual salary by 2,080 hours). All overtime hours must be submitted for authorization for payment within the pay period in which the hours were worked, unless circumstances make it impossible to do so. In such cases, it shall be submitted as soon as possible.

A memorandum of understanding was signed on August 12, 2014, for the purpose of establishing a fair and equitable dissemination of available overtime for the mutual benefit of staff and administration alike.

Recognizing that the past practice of canvassing overtime from the call list in the "overtime book" is labor intensive,

And recognizing that posting overtime in a timely manner on the bulletin board has been an effective method of soliciting coverage,

And recognizing that this method may not be the most equitable solution available:

We have therefore resolved to post overtime opportunities by individual date on the bulletin board with a minimum of 96 hours of the impending overtime. In those circumstances in which less than 96 hours notice exist then a traditional overtime book will be used for each event in accordance with Section 8 of this article. The posted opportunities may cite more than one shift per date and also may cite more than one officer per shift if conditions should necessitate such. The next posting to occur upon the signing of this agreement will commence with the next senior officer listed after the last documented entry in the overtime book. The successful bidder shall be highlighted with a single line and will designate where this list ended for easy reference when the next canvass shall occur. In each event the award shall be made and notice given to the successful bidder as close to 48 hours in advance as possible. In the event that no member should fill the vacancy, then the administration may "force" overtime if deemed necessary pursuant to the contract protocol. In the event that no Sergeant is working then all Sergeants will be canvassed prior to canvassing deputies on the list.

- B. With the following exceptions, employees who work overtime may elect to take compensatory time off at one and one half (1 1/2) times the actual hours worked.

Exceptions:

- Snowmobile, Boat, and ATV Patrols
- DWI Patrols
- Special Traffic Details Reimbursed by Grants
- Hospital Details
- In-Service Training
- County Fair, Field Day, Sporting Event Assignments
- Backfilling for Absent Employees Utilizing Compensatory Time

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

- C. No more than one (1) person within the Road Patrol Criminal Division, may take compensatory time off on any given shift.

Forty eight (48) hours notice is required to utilize compensatory time. The Sheriff may waive this limit if it does not negatively impact department operations (i.e. create overtime). Compensatory time will be approved by Seniority, but in no case will a Junior Officer be bumped without a forty eight (48) hour notice, prior to the shift.

- D. The maximum amount of compensatory time that can be taken by an individual within a calendar year is as follows: 90 Hours

Compensatory time earned shall be taken within the year that 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.

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

- G. Any employee covered by this agreement shall have the option to carry over up to 12 hours of compensatory time from year to year. Hours not carried over at the end of the year shall be paid at the employee's current rate of pay.

- H. **Compensatory time cannot be used in the same pay period that it is earned/accrued. (Employees may not utilize more than the available balance as indicated on their most recent pay check or direct deposit notification).**

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

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

Section 8. Overtime work shall be offered to employees on the basis of seniority, Article 15.3, on a rotating basis. The overtime work shall be offered to all officers working the preceding or succeeding shift by classification in rotation. A roster will be kept for each shift listing all employees by rank and seniority. 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 a deputy. If a sergeant works overtime for part of a shift then no supervisory pay will be given in accordance with Section 3 above. If a sergeant is scheduled, deputies only will be offered the overtime. Once an officer receives overtime, he/she will not be offered overtime again until the rest of the available employees on the roster have been offered an opportunity for overtime. This method will be used each time members of a shift are offered overtime. This does not preclude the departmental administration from pre-scheduling special overtime details (at least one week in advance) that are based on an officer's specific qualifications, regardless of seniority status. If no officer wishes to work the overtime, the employer shall assign the overtime work to the least senior officer by classification in rotation. Officers will not ordinarily be required to work a second 8-hour overtime shift in the same workweek.

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.

Section 2. The procedure for shift selection shall be as follows: On March 1, June 1, September 1, and December 1 of each year, all shift assignments shall be posted. Employees shall submit requests electronically for their shift assignment preference by the 10th of said months. Employees shall be assigned to shifts of their preference in accordance with seniority. Awards shall be made effective the payroll week nearest the twentieth (20th) of the month. For the purpose of this Article, seniority shall be in accordance with Article 15.3. Where special needs are required, assignments may be made on a temporary basis without regard to seniority. The Union shall be advised as to the reasons and the projected time for such assignments. The reassignment for a 30-day period may be obtained through a voluntary swap. Should no voluntary swap be obtained, management may assign on a rotating inverse seniority basis from the shift affected by the reassignment.

Section 3. **Upon successful completion of the police academy, employees will not be eligible for shift bidding for one year. During this time, scheduling will occur at the discretion of the Sheriff or the Undersheriff. The Sheriff or Undersheriff may allow shift bidding for lateral transfers prior to one year of service.**

ARTICLE VII: HOLIDAYS

Section 1. All employees in the bargaining unit shall receive eighty-eight (88) hours off per year in lieu of holidays. Any employee who is required to work on Christmas shall be paid two (2) times his or her regular hourly rate for all hours worked. Any employee who is required to work on holidays other than Christmas is to be paid one and one-half (1½) times his/her regular rate.

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 (observed)
Presidents Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day (observed)	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Section 4. Holidays shall be designated each year by Human Resources.

ARTICLE VIII: VACATIONS

Section 1.

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

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

1 through 5 years completed service - 80 hours annual vacation
6 through 10 years completed service - 160 hours annual vacation
11 through 19 years completed service - 200 hours annual vacation
20 or more years completed service - 240 hours annual vacation

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

B. Employees who leave County employment for any reason before their first anniversary lose all vacation accruals. They may not sell them back as outlined in Article VIII, Section 4.

Section 2. Request for block 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.

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

Section 4. When, upon retirement, resignation or termination the employee has accumulated unused vacation time, the employee may elect to receive the monetary value of unused accruals computed at the employee's regular rate. In case of death, the Employer shall pay the monetary value of the deceased's unused accruals to the employee's beneficiary(ies) as designated on the employees St. Lawrence County Group Life Insurance card.

Upon retirement an employee may elect to receive the monetary value computed at the employee's regularly 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.

Section 5. Employees having requested and been approved for vacation outside the normal bidding procedures will be available for recall at the phone number on record with the County for the first thirty (30) minutes of the first day of vacation. Employees subject to recall under this provision who fail to make themselves available could be subject to disciplinary action.

ARTICLE IX: SICK LEAVE

Section 1.

- A. Sick leave shall be granted to an employee due to illness, bodily injury or exposure to contagious diseases or for attendance to members of the immediate family whose illness requires the care of said employee. Sick leave shall be granted for each relative living in the household as follows: Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister, Grandparents or Grandchild. The above terms shall include natural, in-law, and step relationships.
- B. All employees hired on or after October 1, 1998, shall receive sick leave at a rate of two and one half (2½) hours per payroll period. After completing five (5) years of service these 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 (2,000) hours. 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 Office.

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 employer suspects that an employee is abusing sick leave, the employer

may require validity of the sickness by either a doctor's certification or verification from a public health nurse, at the employee's option. The Sheriff 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 Office with a description of the duties of the employee. In the event that the employee's physician and the County physician disagree, those two physicians shall mutually agree upon a third physician whose decision shall be final and binding on the county and on the employee. The cost of the third physician shall be borne by the Employer.

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 ($\frac{1}{2}$) their normal salary at the rate of one (1) month for each completed two (2) years of service up to a maximum of six (6) months. **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 a return to work by the employee 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 after ratification of the 2018-2021 Agreement 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.

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

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

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

Section 8. A record of such sick leave shall be filed with Human Resources.

Section 9. 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's 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 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 (road patrol and detectives) per shift. However, additional requests for such leave will not be unreasonably denied. Personal leave may be used in hourly units. A record of such personal leave shall be filed with the 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 1st when bid shift is posted). No personal leave may be taken on a holiday. **Personal leave may accrue to a maximum of 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. All employees in the bargaining unit who enter County service after January 1 of the calendar year shall be credited with personal leave at the rate of two (2) hours for each calendar month worked during the first calendar year of employment.

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

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

ARTICLE XI: LEAVE OF ABSENCE

Section 1. A leave of absence without pay, not to exceed 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 Personnel Department. Failure to make timely payments will result in cancellation of coverage.

ARTICLE XII: WORKERS' COMPENSATION

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

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 GML §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 New York Statewide Plan in effect October 1, 1980. It shall be the sole and exclusive right of the County to determine the insurance carrier.

Section 2. Commencing in 2019, the employee shall be responsible for a percentage of the total premium equivalent rate for the selected plan as follows:

Effective Date Pay Period Ending	Individual	Individual + Dependent	Family
1/11/2019	15%	16%	18%
1/10/2020	16%	17%	18%
1/8/2021	17%	18%	19%

The County will provide a Preferred Provider Plan.

The prescription co-pays will be as follows:

Effective **January 1, 2019**, the prescription co-pays will be as follows:

	Generic	Formulary	Non-Formulary
Retail	\$15.00	\$30.00	\$45.00
Mail Order	\$15.00	\$45.00	\$75.00

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 the copay plus an additional \$50 copay for these drugs.

Effective, **January 1, 2019**, medical PCP/Specialty co-payments shall **increase from be \$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 allowance will change from 90% to 75%. Out of Network co-insurance will change from 20% to 40%.**

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. Said 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 (dies 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 employee’s policy provided to the employee.

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

Section 4. **A Term Group Life Insurance policy will be provided to eligible County employees.** 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. 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 the Personnel Department within ten (10) days of their return.
- B. Employees returning from breaks in employment must complete and sign new enrollment or waiver cards for the benefit programs within thirty (30) days.

Section 6. 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. The County will pay the full premium cost for individual employee coverage in the current or an equivalent dental/vision plan offered by the Union at the time of ratification. The employee shall pay the full cost of family or dependent coverage should that be chosen.

ARTICLE XIV: RETIREMENT

Section 1. Any employee of the St. Lawrence County Sheriff's Office 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 **Office**.

Section 3. Upon Retirement:

- A. Any employee may use the cash value of any unused sick time to pay up to a maximum of two years of health insurance premiums.
- B. Any active employee with 1,250 or more hours of unused sick time 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 may use the cash value to pay up to a maximum of 20 years of health insurance premiums.**

Section 4. 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.

ARTICLE XV: SENIORITY

Section 1. Seniority shall commence with the date of first hire by the Sheriff's Office. 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 this bargaining unit.

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.

Section 3.

- A. Seniority for the purposes of time off, shift bidding, and the 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 employer shall provide uniforms and equipment, as itemized herein, to all employees of the Sheriff's Office who are required to wear uniforms. The 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 employer agrees to furnish each uniformed member with two (2) winter weight uniforms and three (3) summer weight uniforms. New appointees shall receive two (2) winter weight uniforms and three (3) summer weight uniforms within three (3) months of employment. 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 employer 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 member 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 employer agrees to provide for the repair and for replacement of uniforms due to damage or normal wear and tear.

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 employer shall provide, maintain, and service weapons to all members required to carry them, which shall also include accessories such as gun belt, holster, belt keeper, bullet holder, hand-cuffs and hand cuff holder, key holder, flashlight, belt, and two (2) cuff keys.

Section 6. The employer agrees to replace or repair personal clothing and other personal property damaged in the line of duty.

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

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

Section 9. The employer shall provide all deputies with one ASP and holder (collapsible night stick).

Section 10. The employer shall furnish PL CPL and V&T Manuals for each patrol car. 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 11. Effective January 1, 2016, the employer shall pay members in plain clothes assignments which are in excess of thirty (30) consecutive work days, and \$350 for plain clothes maintenance. This sum is to be paid in the last 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 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.

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, and \$25 for dinner and no reimbursement for in county meals. These amounts are inclusive of any gratuity.

ARTICLE XVIII: LONGEVITY

The salary schedules in Appendix A reflect these payments as a component of base pay. Since this adjustment to base pay replaces the longevity payment benefit, this article is effectively removed from the contract.

ARTICLE XIX: HAZARDOUS DUTY BENEFIT

A Hazardous Duty Benefit (HDB) shall go into effect on the anniversary date according to the schedule below. The amount shall be applied to the employee's hourly rate, up to 2,080 hours annually.

3 Years of Service	Fifty cents (\$.50)
5 Years of Service	Sixty-five cents (\$.65)
10 Years of Service	Ninety cents (\$.90)
15 Years of Service	One dollar and fifteen cents (\$1.15)
20 Years of Service	One dollar and forty cents (\$1.40)

ARTICLE XX: RECIPROCAL RIGHTS

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

Section 2.

- A. The County agrees that all employees covered by this Agreement shall have the right to examine their personnel files. One file is maintained by the St. Lawrence County Human Resources 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 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 7, Stages 1, 2, and 3 only of this Agreement. If at the time of the effective date of this Agreement, there exists in an employee's folder documents of which he has no copies, copies of such documents will be furnished to the employee. The employee has a right to file a response which will be attached thereto.
- C. Any bargaining unit member shall have the right to read and discuss with his supervisors any performance evaluation before it is placed in his personnel file. If the bargaining unit member takes exception to any or all of a performance evaluation he shall have the right to have his own letter of response placed in his personnel file. Management performance evaluations are not subject to being removed from the individual personnel file under the auspices of the grievance procedure.

Section 3. No employee shall be requested to take a polygraph test, Computer Voice Stress Analyzer (CVSA), or any other similar test.

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

Section 5. The County agrees that medical/mental health examinations requested by the County shall be paid by the County except those required under the present sick leave policy. The County, may request a medical/mental health examination at any time and shall have the right to name the physician/mental health professional to conduct the medical/mental health examination. The employee shall receive copies of all reports and correspondence provided to the employer. 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. Results of said examinations will be published as soon as they are released by the County 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, prisoner cages, 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. (This was effective in a previous contract.)

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

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

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

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

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

Section 17. The County shall provide for the defense of employees in any civil action or proceeding in any state or federal court or administrative agency arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. This duty to provide for defense shall not arise where such civil action or proceeding is brought by or on behalf of the county. The employees shall be entitled to be represented by private counsel when the county attorney determines or when a court competent jurisdiction determines that a conflict of interest exists. The county attorney may require that the same counsel represent appropriate groups of such employees. Reasonable and necessary attorney's fees, disbursements and expenses prevailing in the local legal community shall be submitted promptly each month in the manner and form required by the county attorney, and shall be paid every 30 days during the pendency of the action.

ARTICLE XXI: DISCIPLINARY PROCEDURE

Section 1. Exclusive Procedure:

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

Section 2. Disciplinary Procedure:

- A. Discipline shall be imposed only for just cause. Where the appointing authority or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with two copies of the notice which shall include the statement: "You are provided two copies in order that one may be given to your representative."
- B. The Union President shall be notified 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 term "days" as used in this Article shall mean Monday through Friday, excluding holidays included in this Agreement and any other days that the County does not conduct normal operations. The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 10 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. An arbitrator shall be selected in accordance with the process outlined in Article XXII, Section 6, except that in the case of a disciplinary arbitration the employee shall have the right to proceed to arbitration without the agreement of the Union. In such case, the Union shall not be responsible for any arbitration expenses, and the Employer and employee shall share equally in the cost of the arbitration.
- G. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party. Unless mutually agreed otherwise, transcripts must be requested prior to the first day of a disciplinary arbitration.
- H. 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.

- I. All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or between the Employer and the employee if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.
- J. In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding.

Section 3. Settlements:

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

Section 4. Suspension before Notice of Discipline:

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

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

(2) The appointing authority or his designee may suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

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

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

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

C. Except in the case of an employee charged with a felony, no employee shall be suspended without pay for a period exceeding 30 days prior to the settlement of Notice & Charges.

Section 5. Union Representation:

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

Section 6. Limitation:

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

Section 7. Other Actions:

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

ARTICLE XXII: GRIEVANCE PROCEDURE

Section 1. Declaration of Policy

The purpose of the Grievance Procedure is to provide an orderly process whereby employees of the County may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal.

The provisions contained herein shall be liberally construed for the accomplishment of these objectives.

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

Section 3. Definitions

- A. "Decision" means the employer's explanation of the subject matter of a complaint.
- B. "Union" means the St. Lawrence County Deputies Association, Inc.
- C. "Board" means the St. Lawrence County Board of Legislators.
- D. "Complaint" means the written allegations constituting a grievance.
- E. "Day" shall mean Monday through Friday, excluding holidays included in this Agreement and any other days that the County does not conduct normal operations.
- F. "Employee" shall mean any person or persons employed by St. Lawrence County Sheriff's Office covered by this agreement.
- G. "Grievance" shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this agreement.
- H. "Immediate Superior" shall mean the officer of the next higher level of authority who normally supervises the employees' work and approves his or her time record or evaluates his or her work performance.

Section 4. Time Limits

- A. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties.
- B. Any step of the grievance procedure may be by-passed by mutual agreement, in writing.
- C. In the case of a class action grievance, the grievance may be submitted directly to the Sheriff or his designee.
- D. A grievance must be originally presented within ten (10) 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 employer or its representative fail to timely respond at any step of the procedure, the employee shall then be entitled to appeal to the next step or directly to arbitration, as the case may be.

Section 5. Union Representatives

The Union President or designee 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) Representative 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 President 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 superior. A decision shall be rendered to the grievant and his 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) days of the date such decision is received by the local Union President, or his authorized representative, to the Sheriff or his designee. The Sheriff or his designee shall refer the grievance to the Grievance Resolution Committee consisting of two (2) representatives from Management and two (2) representatives from the Union. This Committee shall meet and review the grievance. If a mutually agreed solution is found, it becomes the Committee's non-binding recommendation to the Sheriff. This meeting and recommendation to the Sheriff must be forwarded to the Sheriff no later than ten (10) days from the date 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) days after the date the grievance is submitted at this stage. The Sheriff or his designee shall transmit to the Union President or his designee in writing the decision on any grievance matter within ten (10) days after the date such meeting is held.

Stage 3. If the matter is not settled at Stage 2, the grievance may be submitted within ten (10) 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) days after submitting the grievance at this stage. The Chairman of the Board of Legislators or his designee shall transmit to the Union, in writing, his decision on any grievance matter within ten (10) days of the date that such meeting is held.

Stage 4. If the grievance remains unsettled, the 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 to pursue the matter to Arbitration.

Stage 5. Arbitration Procedure

- A. The Union and Employer shall mutually agree upon an arbitrator. In the event that the parties cannot agree on an arbitration, the Union shall submit a Demand for Arbitration to the Public Employment Relations Board, whose rules shall be used to select an arbitrator.
- B. Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within thirty (30) calendar days of the date that the arbitration hearing was held, or within thirty (30) calendar days of the submission date of any written briefs, should such be required. The rules of procedure of the Public Employee Relations Board shall be used in the conducting of all arbitration hearings.
- C. No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- D. The parties shall share equally the cost of the arbitration, exclusive of the cost of presentation, which shall be borne by the respective parties.

ARTICLE XXIII: SAVINGS CLAUSE

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

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

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

Section 4. This agreement shall remain in effect until 11:59 p.m. on December 31, 2021. Either party hereto may, on or after July 1, 2021, serve notice, in writing, upon the other party of its desire to amend, modify or terminate this agreement effective January 1, 2022. In such event, the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

ARTICLE XXIV
LEGISLATIVE APPROVAL

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

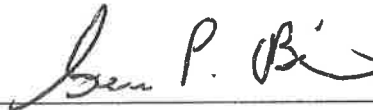
In witness whereof, the parties have hereunto set their hands and seal this 5 day of November, 2018.

ST. LAWRENCE COUNTY

ST. LAWRENCE COUNTY DEPUTIES
ASSOCIATION, INC.



Kevin Acres, Chair
St. Lawrence County Board of Legislators



Sean P. O'Brien, President
St. Lawrence County Deputies
Association, Inc.

November 5, 2018

RESOLUTION NO. 419-2018

**AUTHORIZING THE CHAIR TO SIGN A CONTRACT WITH
THE ST. LAWRENCE COUNTY DEPUTIES ASSOCIATION, INC. FOR 2018-2021**

By Mr. Hooper, District 1, Mr. Lightfoot, District 3,
Mr. LaPierre, District 4, Mr. Perkins, District 7, and Mr. Colbert, District 11

WHEREAS, the contract between St. Lawrence County and the St. Lawrence County Deputies Association, Inc. expired on December 31, 2017, and

WHEREAS, the contract negotiations between St. Lawrence County and the St. Lawrence County Deputies Association, Inc. are complete, and

WHEREAS, as a result of contract negotiations, St. Lawrence County believes it in the best interest of both parties to recommend a three year bargaining agreement (2018-2021),

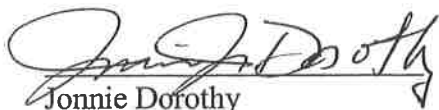
NOW, THEREFORE, BE IT RESOLVED that the Board of Legislators authorizes the Chair to sign the contract between St. Lawrence County and the St. Lawrence County Deputies Association, Inc., upon the advice and approval of the St. Lawrence County Negotiating Team.

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

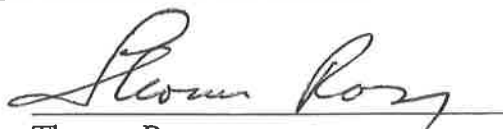
I, Kelly S. Pearson, Deputy Clerk of the St. Lawrence County Board of Legislators, **DO HEREBY CERTIFY** that I have compared this Resolution No. 419-2018 entitled "Authorizing the Chair to Sign a Contract with the St. Lawrence County Deputies Association, Inc. for 2018-2021", adopted November 5, 2018, 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 6, 2018

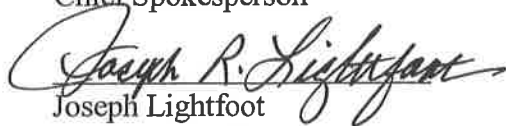
SIGNATURE OF BARGAINING TEAMS



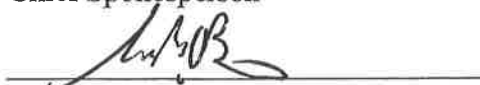
Jonnie Dorothy
St. Lawrence County
Chief Spokesperson



Thomas Ross
NYS Deputies Association Inc.
Chief Spokesperson



Joseph Lightfoot
St. Lawrence County
Board of Legislators




Sean P. O'Brien
St. Lawrence County Deputies Association Inc.
President



Donald Hooper
St. Lawrence County
Board of Legislators



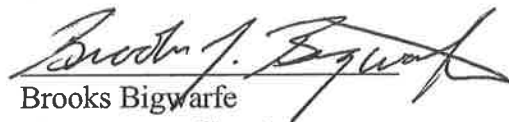
Patrick Engle
St. Lawrence County Deputies Association Inc.



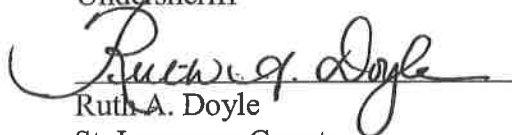
Kevin Wells
St. Lawrence County
Sheriff



Collin Nicol
St. Lawrence County Deputies Association Inc.



Brooks Bigwarfe
St. Lawrence County
Undersheriff



Ruth A. Doyle
St. Lawrence County
County Administrator

APPENDIX A

Effective Pay Period Ending	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1/12/2018	\$40,935	\$43,122	\$44,409	\$45,696	\$47,495	\$48,270	\$49,558	\$50,845	\$52,132	\$53,420	\$57,478
1/11/2019	\$41,344	\$43,553	\$44,853	\$46,153	\$47,970	\$48,753	\$50,054	\$51,353	\$52,653	\$53,954	\$58,803
1/10/2020	\$41,861	\$44,097	\$45,414	\$46,730	\$48,570	\$49,362	\$50,680	\$51,995	\$53,311	\$54,628	\$60,288
1/8/2021	\$42,489	\$44,758	\$46,095	\$47,431	\$49,299	\$50,102	\$51,440	\$52,775	\$54,111	\$55,447	\$61,942

APPENDIX B

Part-Time Deputy Memorandum of Agreement – Signed on January 31, 2017

In recognition of the fact that the Sheriff has been authorized to hire Part-Time Deputy Sheriffs, the parties agree to the following terms. Upon approval of this Memorandum of Agreement by all parties, it shall be attached to and made a part of the collective bargaining agreement as “Attachment B.”

- 1) Effective upon approval of this agreement, the language contained in Article III, Section 2 of the collective bargaining agreement shall be deleted and replaced with the following: Part-time deputy sheriffs shall be included in the bargaining unit and shall be subject to the special terms specified in Appendix B of the agreement.
- 2) The number of part-time deputies shall not exceed 15% of the number of full-time deputies within the bargaining unit.
- 3) Part-time deputies are not entitled to the provision of the disciplinary process.
- 4) Except in case of bona fide emergency, part-time employees will not work in excess of 1040 work hours per calendar year. If a part-time employee exceeds 1040 work hours in a calendar year, he/she will start receiving health insurance. The employee shall continue to receive these benefits for the remainder of the calendar year and for the following calendar year.
- 5) Except in the case of a bona fide emergency, or as outlined in section 8 below, part-time deputies will be assigned only to the following functions: prisoner transports, hospital security assignments; pistol permit applications; law enforcement sensitive computer maintenance; maintenance of accreditation and training files and service of Family Court Papers/Order of Protections.
- 6) Under no circumstances will a full-time bargaining unit member have been offered the assignment and declined.
- 7) Part-time deputies' schedules will be posted 30 days in advance.
- 8) Part-time deputies will not be assigned to or offered any assignments outside of those specified in section 5 above unless all full-time bargaining unit members have been offered the assignment and declined.
- 9) Part-time employees will be paid at an hourly rate equivalent to the base salary in effect divided by 2080.
- 10) When hiring part-time deputies, preference shall be given to retirees of the bargaining unit, unless such retiree was subject to disciplinary action at the time of his/her retirement.
- 11) Part-time deputies shall be hired in accordance with the requirements of applicable laws.
- 12) Applicants for part-time deputies must be certified by New York State as a police officer or Deputy Sheriff/Patrol Officer before being offered employment.

APPENDIX C

Twelve Hour Shifts Memorandum of Agreement Signed on December 12, 2016

In recognition of the fact that the parties desire to implement a 12-hour work schedule for some members of the bargaining unit, the parties agree to the following terms:

1. Road patrol deputies shall be assigned to 12-hour shifts.
2. There shall be two groups designated as platoons. Each employee on the 12-hour schedule shall bid by seniority, one platoon in accordance with the terms of this Agreement.
3. Work shifts will be 7 AM to 7 PM and 7 PM to 7 AM. At the Sheriff's discretion, employees may be assigned to an alternative 12 hour flex schedule.
4. With "1" and "2" designating the work days for each platoon, the work schedule for employees on the 12 hour shifts shall be:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	2	1	1	2	2
2	1	1	2	2	1	1

5. The regular work schedule for employees on the 12 hour schedule shall include 84 hours. The parties agree that compensation for all 84 hours shall be at straight time pay.
6. Shift differential will be forfeited in accordance with the collective bargaining agreement as long as this agreement is in place.
7. Leave credits will accrue as required by the collective bargaining agreement.
8. The use of compensatory time will be in accordance with collective bargaining agreement.
9. Vacation time not bid in "vacation blocks" of 36 hours may be superseded by personal leave or compensatory time requests when necessary to maintain adequate staffing level on a shift.
10. Lieu Holiday (LH) time requests will be submitted to the Sheriff or designee. In the event of simultaneous requests, seniority will prevail. A maximum of one deputy or Sergeant per shift may be granted LH time. LH time may be denied in order to meet staffing requirements, but once granted, LH time may not be canceled.
11. Members of this agreement shall forfeit 40 hours of LH time, and shall use the remaining 48 hours in the year accrued.
12. Deputies moving from an 8-hour shift to a 12 hour shift (or vice-versa) shall have LH time prorated as needed.
13. LH time for new employees will be prorated based on their date of hire.
14. Employees separating from service shall be paid for any unused LH time that has been earned. If an employee has used more LH time than has been accrued at the time of separation, the excess hours shall be deducted from the employee's vacation time.
15. If an employee working the night shift is required to report for jury duty, arrangements will be made between the employee and the scheduling officer to accommodate the employee's sleeping needs.
16. Deputies on special assignments may be assigned a schedule other than the 12-hour shift schedule.

17. At the Sheriff's discretion, road patrol deputies may be assigned to a Monday-Friday, 8-hour shift schedule with county holidays scheduled off.
18. Deputies may be required to attend up to six (6) training days of eight (8) hours or less on their days off. Such training shall be scheduled at the time of shift bidding procedure. Payment for this training shall be at straight time, unless otherwise required by the FLSA.
19. In the event of a dispute over the meaning or application of this Agreement, the parties will attempt to reach a mutually acceptable resolution. If that cannot be accomplished, the Association may pursue the matter as a grievance in accordance with the collective bargaining agreement.
20. All terms of the collective bargaining agreement remain in full force and effect unless specifically amended in this MOA. Terms of this MOA shall not apply to employees working in plain clothes/investigations.
21. When possible, overtime opportunities will be posted at least 96 hours in advance utilizing the current 96 hour overtime protocol. When overtime is required with fewer than 96 hours of notice, overtime shall be offered to employees based upon seniority. The method of posting and the method of offering by seniority shall be continued by utilizing the "Overtime book" protocol. If no sergeant is scheduled to work, all sergeants will be canvassed prior to offering the overtime to deputies.
22. Forced Overtime – If no volunteer is available (including part time employee canvassing), the least senior road patrol on duty employee (including Deputies and Sergeants) who was not the last employee forced in accordance to the "Force OT Book" may be ordered to work overtime subject to the following conditions.
 - a. No employee shall be forced to work overtime that will result in the employee working over eighteen (18) consecutive hours.
 - b. If no on duty employee can work the overtime without exceeding the 18 hour period, an employee from the following shift may be ordered to report early using the same selection method defined above.
 - c. Deputies ordered to maintain late or report early for a shift that would total 16 hours or more shall be permitted to take a marked vehicle home after their shift to maximize sleep opportunities. The employee will return the vehicle at or before his/her next shift.
23. All terms of the collective bargaining agreement remains in full force and effect for one year starting January 1st, 2017. On November, 1st 2017, either party may opt out of this MOA with written notice to such other party. Terms of the MOA shall not apply to employees working an 8-hour shift. If either party fails to exercise their right to terminate this agreement, then said agreement will continue for year to year, with any termination being opted by November 1st of that year.

