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Union: **Steuben County Correction Officers, Dispatchers and Court Security Officers Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

BETWEEN

THE COUNTY OF STEUBEN

AND

THE CSEA, INC.

LOCAL 1000, AFL-CIO

FOR THE

STEUBEN COUNTY CORRECTION OFFICERS, DISPATCHERS AND
COURT SECURITY OFFICERS UNIT

STEUBEN COUNTY LOCAL #851

JANUARY 1, 2008 -- DECEMBER 31, 2010

RECEIVED 2/5/09

100 employees

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PREAMBLE

WHEREAS, it is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain a harmonious and cooperative relationship between the County of Steuben and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Comply with the requirements of the Public Employees' Fair Employment Act by recognizing the rights of employees of the County of Steuben to self organization and representation for collective negotiations on the terms and conditions of employment.
3. To set forth the rights and responsibilities of the County and the Union consistent with Law. Nothing contained herein shall deprive the County and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable Law.

NOW in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I **PARTIES TO THE AGREEMENT**

SECTION 1. The parties to this Agreement are the County of Steuben, hereinafter referred to as the County, the Steuben County Sheriff and the CSEA, Inc. Local 1000, AFL-CIO for the Steuben County Correction Officers, Dispatchers and Court Security Officers Unit, Steuben County Local #851 hereinafter referred to as the Union.

ARTICLE II **APPLICABLE LAW**

SECTION 1. This Agreement shall be governed by the Public Employees' Fair Employment Act, otherwise known as the Taylor Law.

ARTICLE III **RECOGNITION**

SECTION 1. The County recognizes The CSEA, Inc. Local 1000, AFL-CIO for the Steuben County Correction Officers, Dispatchers (Sheriff and 911) and Court Security Officers Unit of Steuben County Local #851 as the sole and exclusive representative for all of its employees for the purpose of collective bargaining and grievances under the provisions of the Public Employees' Fair Employment Act, except elected and appointed officials, department heads, seasonal employees, part-time employees employed less than twenty (20) hours per week, other Sheriff's Department employees not included in this agreement and employees serving in a position designated as management or confidential as set forth in Addendum I of this Agreement.

ARTICLE IV **NO STRIKE PLEDGE**

SECTION 1. The CSEA, Inc. Local 1000, AFL-CIO for the Steuben County Correction Officer, Dispatchers and Court Security Officers Unit of Steuben County Local #851, affirms that it does not assert the right to strike against the County to assert or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such strike.

ARTICLE V
MEMBERSHIP DUES DEDUCTIONS AND AGENCY SHOP FEES

SECTION 1.

- A. The Employer shall deduct from those wages of employees and remit to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, New York, 12210, regular membership dues, for those employees who have signed the appropriate payroll deduction authorization permitting such deductions. The employer agrees to deduct and remit such monies exclusively for the union as the recognized exclusive bargaining agent for the employees.
- B. Deductions authorized by any employee shall continue as so authorized unless and until such employee notifies the Employer of his/her desire to discontinue or to change such authorization. The CSEA assumes full responsibility for the disposition of such funds so deducted once they are turned over to the CSEA.
- C. CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make deductions and transmit the sum so deducted to CSEA.

SECTION 2. A copy of the County payroll will be furnished to the Union on a monthly basis.

ARTICLE VI
MANAGEMENT RIGHTS

SECTION 1. The employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked: subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

SECTION 2. The above rights of the employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the employer. Any and all the rights, powers and authority the employer had prior to entering this agreement are retained by the employer, except as expressly and specifically abridged, granted or modified by this agreement.

SECTION 3. The County shall perform its obligations under this agreement in fair and impartial manner to all employees and shall not discriminate against any employee for reasons of sex, race, color, creed, national origin and age as permitted by Law.

ARTICLE VII
UNION RIGHTS

SECTION 1. The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act.

SECTION 2. The Union shall have the right to post notices and other communications on bulletin boards maintained on premises and facilities in the County as long as such notices and communications are not controversial in order or matter. Bulletin boards for such purposes shall be located on a building basis rather than on a department basis.

SECTION 3. Representatives of the Union shall have access to the premises of the County for the purpose of transacting any necessary business regarding the interpretation or enforcement of this Agreement.

SECTION 4. The County recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this Agreement and other terms and conditions of employment and to visit employees during scheduled or regular working hours subject to reasonable limitation by Department Heads. Said representatives shall also be permitted to appear at meetings, subject to Rules of the Legislature and public hearings before the Legislature of Steuben County upon request of the employees. The Union must notify the County Attorney's Office as to whom these designees will be and when they are to be on County premises or appear at meetings and public hearings.

SECTION 5. A copy of the agenda for each meeting of the Steuben County Legislature will be made available to the President of the Union, or his designee, at the same time distribution is made to the members of the Legislature.

SECTION 6. The Union shall be permitted to use the County's Civil Defense and Fire Training Center for their meetings when said Center is available and if prior approval has been granted by the Clerk of the Legislature. The Union shall also be permitted to use the Conference Room of the Public Safety Building for their meetings when said Conference Room is available.

SECTION 7. The Union shall have a total of 150 hours per year of "union leave" time for use by employees who are designated or elected as union representatives. Said employees may use time up to the maximum allowed herein without loss of compensation. Said employees must make notification to the Sheriff or his designee by use of a standard leave request form when he or she intends to use said time. The only exclusions from this shall be formal grievance presentations at each stage of the grievance procedure; disciplinary hearings or actual negotiating sessions with County officials. The County requires that the above exclusions only encompass one (1) union official at the grievance or disciplinary presentations and/or hearings. The grievant's and/or disciplinee's time shall not count against union leave time.

ARTICLE VIII
PAYROLLS, PAY PERIODS AND DEDUCTIONS

SECTION 1. The County Treasurer shall have full authorization to provide for all departments of the County such forms and methods of payment of the County Employees as such County Treasurer shall deem legal, advisable and proper, including the proper forms and methods for payment of part-time or special help working for the county except as limited by the express provisions of this agreement.

SECTION 2. Pay days falling on a holiday will be paid the day before such holiday.

SECTION 3. In regard to increments, the anniversary date for salary purposes shall be considered the first day of the bi-weekly pay period in which the anniversary date appears.

SECTION 4. The County shall deduct and remit to the insurance carrier any insurance premiums under a Union operated insurance plan for those employees who have authorized in writing such deductions by the employer.

- A. The insurance representative shall have the right to visit the individual employee covered under this agreement on the job for the purpose of explaining the insurance protection or for adjusting any claims.
- B. The Union hereby agrees to hold the County harmless for any and all damages the County may sustain as a result of making the payroll deductions where such damage is the result of the negligence of an officer of the Union or Union member requesting such payroll deductions.

SECTION 5. Other allowable payroll deductions are as follows:

- A. Federal and State Withholding Taxes
- B. Social Security
- C. Bonds
- D. C.S.E.A. Sponsored Insurances
- E. Maintenance
- F. Deduction for retirement payment
- G. Deduction for payment of retirement arrears
- H. United Fund
- I. Credit Union
- J. 125 Plan

SECTION 6. All employees will be deemed to be in a two (2) week lag status with regard to wages.

ARTICLE IX **TEMPORARY REASSIGNMENT**

SECTION 1. An employee may be assigned temporarily to perform duties of a higher classification for not more than a one (1) month period in an emergency situation. In such event, he or she shall be compensated at that step on the grid that is at least 4% higher than their current rate.

SECTION 2. An employee may be assigned temporarily to perform the duties of a lower classification. In that event, he or she shall be compensated at his or her regular rate of pay of his or her permanent position.

ARTICLE X
BASIC WORK DAY/WEEK

SECTION 1. The parties agree that the basic work week for Court Security Supervisor and Court Security Officers shall be 37 1/2 hours, consisting of five consecutive work days of 7 1/2 hours (not including meal period), Monday through Friday except as herein otherwise provided. All other employees of the Sheriffs' CSEA Union shall have a 40-hour work week. Their work week is defined as being Monday through Sunday. Employees shall have two consecutive 24 hour days off, a total of 48 consecutive hours off each week.

SECTION 2. Normal county business office hours shall be 8:30 A.M.-5:00 P.M. Employees within a department may make a one time request for either a 1/2 hour or a 1 hour meal period. These requests shall be honored, subject to scheduling needs of the department as determined and approved by the department head.

SECTION 3. All employees actually working 37 1/2 or 40 hours per week at the time this Agreement is signed shall continue to do so.

SECTION 4. Rules and policies of the County shall not be in conflict with or supersede the work day, work week or other terms and conditions of employment as outlined by this Agreement.

SECTION 5. During the months of July and August the practice of a reduced work day/week for the Court Security Officers and Court Security Supervisor shall be continued for the duration of this agreement. During this period the workday shall be reduced one (1) hour at the end of the workday. Any employee in the bargaining unit hired on or subsequent to February 16, 1987, shall not be entitled to the July/August reduced work day/week schedule provided herein.

SECTION 6. Sheriff's and 911 Department Union employees with work shifts other than the normal work week of Monday through Friday day shift, any employee may have his work day or work week changed with ten work days written notice, except in an emergency situation when said written notice period is waived. Such written notice of change may be refused by an employee if such change would work an undue hardship. Such refusal must be in writing, stating the reason at least four days prior to the effective day of the change.

In the event no qualified employee agrees to accept the temporary change, the county may assign the most junior qualified employee to the temporary assignment. Such change may not exceed two weeks duration.

SECTION 7. SHIFT SUBSTITUTION: Employees are allowed to exchange work shifts, with Department Head approval.

ARTICLE XI
OVERTIME

SECTION 1. Employees shall be entitled to time and one-half their regular rate of pay for authorized work performed in excess of forty (40) hours in any work week. Paid time (vacation, sick days, personal days, etc.) shall be considered as time worked in computing hours for overtime. No employee shall have his shift or work day changed for the purpose of avoiding the payment of overtime.

SECTION 2. Employees shall be paid straight time for authorized work week performed in excess of 37 1/2 but less than 40 hours in any work week. Except those employees whose hours are reduced in July and August as per Article X, Section 5, shall be paid straight time for authorized work week performed in excess of 32 1/2, but less than 40 hours in any work week during July and August.

SECTION 3. Any employee authorized to work on the sixth and/or seventh day of their work week shall be paid in accordance with Sections 1 and 2 of this article for all work performed.

SECTION 4. Employees who are required to be traveling out of the County on an overnight basis shall be paid thirty-five (\$35.00) dollars in lieu of overtime. This payment is intended to cover such activities as necessitated by official assignments and is not to cover conferences, training sessions or similar types of activities.

SECTION 5. Employees who show up for work without being properly notified to the contrary shall receive a minimum of two (2) hours pay. Employees who are called back to work after completing their shift shall receive a minimum of two (2) hours pay.

ARTICLE XII PAID LEAVES CHART

Section 1. Vacations Part A, B, C

If you were hired **PRIOR to January 1, 1970**, the following chart applies to you.

	Hrs/week <u>Worked*</u>	Leave (days/year)			Rate of accumulation (hrs/month)			Maximum hours <u>accumulated</u>
		service <u>=6 mo</u>	service <u>=1yr</u>	service <u>=15 yrs</u>	service <u><10 yrs</u>	service <u>=10 yrs</u>	service <u>=15 yrs</u>	
Full time	40.0	3.0 d	15.0 d	20 d	8.00 h	10.00 h	13.34 h	360.0
Full time	37.5	3.0 d	15.0 d	20 d	7.50 h	9.38 h	12.50 h	337.5
Part-time	20.0	1.5 d	7.5 d	10 d	4.00 h	5.00 h	6.67 h	360.0
Part-time	18.75	1.5 d	7.5 d	10 d	3.75 h	4.69 h	6.25 h	337.5

If you were hired **ON or after January 1, 1970**, the following chart applies to you. (Effective January 1, 1972.)

	Hrs/week <u>Worked*</u>	Leave (days/year)					Rate of accumulation (hrs/month)			Maximum hours <u>accumulated</u>
		service <u>0<6 mo</u>	service <u>=6 mo</u>	service <u>=1yr</u>	service <u>=10 yrs</u>	service <u>=15 yrs</u>	service <u>0<10 yrs</u>	service <u>=10 yrs</u>	service <u>=15 yrs</u>	
Full time	40.0	0	3.0 d	12 d	15.0 d	20 d	8.00 h	10.00 h	13.34 h	360.0
Full time	37.5	0	3.0 d	12 d	15.0 d	20 d	7.50 h	9.38 h	12.50 h	337.5
Part-time	20.0	0	1.5 d	6 d	7.5 d	10 d	4.00 h	5.00 h	6.67 h	360.0
Part-time	18.75	0	1.5 d	6 d	7.5 d	10 d	3.75 h	4.69 h	6.25 h	337.5

* Exclusive of Sundays and Holidays

After six (6) months of satisfactory service, three (3) vacation days (1.5 days if PT) may be taken. After one (1) year of satisfactory service, up to twelve (12) vacation days (6 days if PT) may be taken. However, any vacation days taken after 6 months will be subtracted from the number of days available at one year.

ARTICLE XII
PAID LEAVES

This agreement provides certain benefits for permanent employees and certain benefits for part-time employees. In order to be covered by all benefits, an employee must be appointed to a permanent full-time position. He, or she, must have worked at least six (6) months to be allowed to draw either sick leave or annual leave in accordance with the applicable schedule for same, if approved by the department head.

A. Reporting of Leave Time

1. Leave accruals shall be requested in hours.
2. All paid leave will be requested in increments of one (1) hour initially for paid leave up to one (1) hour and then in 15 minute increments for any time after the initial hour.
3. This statement applies to annual, sick, and personal leave.
4. The above is not to be used for discipline.

SECTION 1. VACATIONS [see chart on p. 9.]

A. REGARDING EMPLOYMENT PRIOR TO JANUARY 1, 1970, All employees continuously employed by the County on a full-time annual salary basis, or on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week (20 hours per week or 40 hours bi-weekly), for a period of one (1) year, whether it be in a temporary position which matured into a permanent one, or a seasonal position which developed into a yearly one shall accumulate fifteen (15) days vacation, and after 15 years service twenty (20) days vacation with pay exclusive of Sundays and Holidays, or seven and one-half (7 1/2) days vacation and after 15 years service (10) days vacation in case of employees working 4 hours per day, 5 days per week (20 hours per week or 40 hours bi-weekly), and that for 15 year employees such rate of accumulated vacation with pay shall continue on the basis of 9.38/10.0 hours and after 15 year employees 12.5/13.34 hours, or in case of employees working 4 hours per day, 5 days per week (20 hours per week or 40 hours bi-weekly), 6.25/6.67 for 15 year employees each month of continuous employment, but at no time may the total amount accumulated vacation with pay exceed 337.5/360.0 hours, exclusive of Sundays and Holidays. The time at which the employee may choose to take his or her vacation with pay must be subject to the approval of the department head or the employing officer.

1. Vacation requests if four (4) days or less, must be received two (2) days prior to the day(s) requested except in the case of an emergency.
2. Vacation request if five (5) or more days (planned vacation) shall be received as soon as possible and no later than sixty (60) days prior to the days requested. The employee shall be notified within ten (10) working days if he/she has been granted or denied leave.

B. The following schedule, effective January 1, 1972, for vacation for all Sheriffs' CSEA employees as described (continuously on a full-time annual salary basis) in the above paragraph, hired on or after January 1, 1970, shall be as follows:

After 6 months -- 22.5/24.0 working hours
After 1 year ---- 90.0/96.0 working hours
After 10 years -- 112.5/120.0 working hours
After 15 years -- 150.0/160.0 working hours

C. In regard to such employees hired on or after January 1, 1970, on a per diem or hourly basis on a regularly scheduled work week of at least 4 hours per day and 5 days per week (20 hours per week or 40 hours bi-weekly) the schedule (effective January 1, 1972) shall be as follows:

After 6 months -- 11.25/12.0 working hours

After 1 year ---- 45.0/48.0 working hours

After 10 years -- 56.25/60.0 working hours

After 15 years -- 75.0/80.0 working hours

D. All other terms herein concerning vacation apply to all new employees.

E. Any employee as designated in the above provisions on separation from the service of the County shall be entitled to any accumulated vacation with pay based upon the foregoing schedule.

SECTION 2. SICK LEAVE [see chart on p. 13]

A. Each employee who has been continuously employed by the County on a full-time annual salary basis, or on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week (20 hours per week or 40 hours bi-weekly) for a period of six (6) months, whether it be in a temporary position which matured into a permanent one shall be entitled to sick leave with pay on the basis of 45.0/48.0 hours, or 22.5/24.0 hours for employees working (4) hours per day, five (5) days per week (20 hours per week or 40 hours bi-weekly) exclusive of Sundays and Holidays and that the right to accumulate such sick leave with pay shall continue on the basis of 7.5/8.0 hours each month of employment, or 3.75/4.0 hours each month for employees working four (4) hours per day five (5) days per week (20 hours per week or 40 hours bi-weekly) exclusive of Sundays and Holidays but not to exceed a total accumulation of one hundred ninety (190) days (1425.0/1520.0 hours).

B. Sick leave can be taken in hourly segments. Medical appointments shall be acceptable reasons for the use of sick leave.

C. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time the employee sees a Health Care Provider* through the period of disability covered by the Health Care Provider's* statement, which statement must be submitted to the department head for transmittal to the Personnel Officer of the County Personnel Department.

*NOTE: Health Care Provider is defined as any individual who is authorized to write a prescription for drugs.

D. Employees absent from work for more than one (1) consecutive day due to personal illness or accident may be required by the Sheriff to submit to the department head for transmittal to the Personnel Officer of the Personnel Department, a Health Care Provider's* statement covering the complete absence before returning to work and/or receiving sick leave pay.

E. Absence, by employees covered under sick leave category, for attendance upon a member of the employee's family by reason of illness or incapacity of such person, may be granted under the "sick leave provision" only for the specified reason hereinafter set forth in this paragraph. The following are deemed to be members of the immediate family, to wit: Spouse, Parents and Children, and when such persons are living in the same household. The only reason acceptable for the granting of such leave is as follows:

1. If the illness or incapacity of such member of the immediate family is of such an extreme and severe nature that it actually, as certified in writing by the employee's physician, creates and results in said employee becoming so emotionally and physically ill to the extent that it would be reasonably impossible for the employee to be in attendance in his County position and adequately perform the necessary duties and responsibilities of such position. In such event, a physician's statement both as to the employee's condition and the illness or incapacity of the member of the employee's immediate family must be submitted by the employee on return to work or before being paid for such leave, to the department head for transmittal to the County Personnel Director of the Personnel Department. This provision may be used only as above stated and the physician's statement must be filed with the department head for approval and transmitted to the Personnel Officer of the County Personnel Department before any sick leave shall be paid.
 2. If an employee finds it necessary to absent himself or be tardy from work by reason of illness or for any other causes outlined heretofore, he shall as soon as reasonably possible and not later than one hour before the time to start work, notify the department head or a person in charge of the department office at the time, the following information, to wit: Name, reason for absence, and length of time expected to be absent.
- F. Any absence from work other than as provided herein or under the provisions of the Workers' Compensation Law may be charged to vacation, subject to the other provisions concerning annual leave.
- G. The Employers will make every effort to employ permanently partially disabled employees on work assignments which they are able to perform without loss of benefits, so long as this provision does not result in the creation of additional positions in the department.

SECTION 3. PERSONAL LEAVE

- A. It is agreed that personal leave days for current employees, including the full and part-time employees remains at five (5) days but all employees hired after the ratification and signing of the 1987 contract will only be entitled to three (3) personal leave days per year, credited on January 1st of each year. New hires shall be credited with three (3) days if hired between January 1st and April 30th; two (2) days if hired between May 1st and August 31st, and one (1) day if hired on or after September 1st.
- B. Personal Leave which is not used by December 31st will be credited to Sick Leave on January 1st of the following year.
- C. Employees under normal circumstances will be expected to give two (2) days advance notice prior to the requested date(s).
- D. Unused personal leave shall not be paid at the time of separation, retirement, or death.

SECTION 4. BEREAVEMENT LEAVE

In the event of death in the immediate family, each employee shall be granted three (3) days off with pay for time lost during the regularly scheduled work week. This time shall normally end on the day following the funeral. Immediate family shall mean: Spouse, Child, Stepchild, Parent, Step-parents, Brother, Sister, Son-In-Law, Daughter-In-Law, Grandparent and/or Grandchild of either spouse. These days shall not be deducted from any other accumulated leave benefit nor shall they be cumulative. Additional days to be deducted from an employee's accumulated sick leave may be granted, at the discretion of the Employer.

**ARTICLE XII
SICK LEAVE CHART**

Section 2.

- A. Each employee, whether he/she has been employed on a full time annual salary basis or on a per diem or hourly basis, who has been continuously employed by the County for a period of six months shall be entitled to sick leave with pay as follows:

	<u>hrs/week worked*</u>	<u>Sick leave earned hrs/month</u>	<u>hours available after 6 mths</u>
Full time	40	8.0	48.0
Full time	37.5	7.5	45.0
Part-time	20.0	4.0	24.0
Part-time	18.75	3.75	22.5

The right to accumulate such sick leave with pay shall continue as follows:

	<u>hrs/week worked*</u>	<u>Sick leave earned hrs/month</u>	<u>maximum accumulated days</u>	<u>OR</u>	<u>maximum accumulated hours</u>
Full time	40	8.0	190		1520
Full time	37.5	7.5	190		1425
Part-time	20.0	4.0	190		1520
Part-time	18.75	3.75	190		1425

*Note: Hours worked is exclusive of Sunday and Holidays.

SECTION 5. HOLIDAYS

- A. The following days are designated as paid holidays for all employees (except Court Security Officers):

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

The following days are designated as paid holidays for Court Security Officers:

New Year's Day	Columbus Day
Martin Luther King, Jr's Birthday	Election Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day

- B. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. The true calendar day shall be the paid holiday except for Court Security personnel.
- C. If any of the above holidays fall on an employee's scheduled day off, the employee shall receive another day off which will be mutually agreed upon by the employee and the Department Head. If the employer is unable to grant the day(s) off as requested by the employee, such employee shall receive pay for the holiday(s) during the second pay period in December. The year for holidays will be defined as December 1st through November 30th.
- D. When a holiday falls during an employee's vacation, he/she shall not be charged a vacation day for such day. No employee shall be required to work a holiday while on vacation, except in emergency instances.
- E. In the event an employee is directed to work and his/her shift of work is on any of the listed holidays or days resulting due to B, the employee shall receive pay at double time and one-half for all hours worked.
- F. For employees working in a department with twenty-four (24) hours a day/seven (7) days a week operations, the employee who works on the actual holiday will be compensated as in E. above. (The Monday celebrated holiday shall be considered the Memorial Day Holiday.)

SECTION 6. EDUCATIONAL ASSISTANCE

All full time employees with one (1) year service are eligible for consideration to attend an accredited or accepted school by New York State to take job related courses. Such request must be recommended by the employees' department head, and approved by the departmental committee of the County Legislature or its designee. Any courses taken under Veteran's Educational Benefits Programs or under other grants are not eligible for this program.

Tuition Aid Request Forms will be available from the Personnel Department. Courses must have prior approval and a copy of the tuition cost and transcript indicating satisfactory completion of the course must be submitted to your Department, who will forward it to the Auditor for reimbursement processing.

The employee will be notified by the department head of approval or disapproval of request for Educational Assistance and a copy sent to the Personnel Department. Any employee who leaves Steuben County within two years of receiving tuition aid shall be required to refund said tuition assistance to the county.

ARTICLE XIII
JURY AND COURT ATTENDANCE

SECTION 1. A regular County employee shall be entitled to his usual salary for the days he serves as a juror or is in Court pursuant to subpoena or other order of the Court, in Federal Court, Grand Jury, County Court, City Court, Police Justice Court, and Magistrate Court, providing he turns over to his employing officer or Department Head for refund to the County Treasurer the fees that he earns as a juror, retaining the mileage allowance.

ARTICLE XIV
MILITARY LEAVE

SECTION 1. Military leave shall be as provided by the New York State Statutes pertaining to same.

ARTICLE XV
MATERNITY LEAVE

SECTION 1. Pregnant employees shall be granted leaves of absence in the same manner and spirit as other employees granted leaves of absence for various reasons including temporary illness and/or disabilities. Use of accumulated sick leave and vacation benefits shall be allowed for maternity leave when requested by the pregnant employee. The condition of pregnancy and any related illness and/or disability will be treated in the same manner and spirit as leaves of absence for various reasons including temporary illness and/or disabilities.

SECTION 2. Pregnant employees are required to take their maternity leave on such date as their personal physician specified that they are no longer able to carry out all duties normally assigned to them.

SECTION 3. A pregnant employee holding a position on an annual salary basis shall be granted a leave of absence as hereinbefore set forth for a period of time as her personal physician specifies, and by resolution of the Steuben County Legislature as may be required under the terms of this agreement. Maternity leave shall be without pay after sick leave and vacation benefits have been used up by the employee.

ARTICLE XVI
UNPAID LEAVE OF ABSENCE

SECTION 1. All leaves of absence to be granted to any employee without pay by an employing officer or department head of any county department must have the approval of the Legislature.

- A. An employing officer or department head of any county department, being the person duly delegated to certify payrolls and certifications as to vacation, sick leave, personal leave and leave of absence, shall have the authority, under the legal definition of leave of absence without pay, to authorize and grant to an employee in the department under his jurisdiction, a leave of absence without pay up to and not exceeding sixty (60) days, and that such leave of absence without pay, SHALL WITHIN THE DISCRETION OF SAID DEPARTMENT HEAD, BE GRANTED without the need or necessity of a resolution of the Steuben County Legislature and filed as hereinafter set forth in subdivision "B".
- B. The granting of such sixty (60) days leave of absence without pay shall only be granted by the Sheriff for reasons which have heretofore been approved by the Steuben County Personnel Department, and each granting official shall file a certification of the granting of such leave of absence without pay on or before the commencing date of such leave with the Personnel Officer of the County Personnel Department and the Steuben County Treasurer.

SECTION 2. Leaves of absence shall not be granted to an employee to accept employment by an employer other than the County.

SECTION 3. It is hereby established that in regard to the policy pertaining to the leave of absence of employees that any leave of absence in excess of four (4) months for sickness or maternity shall be deducted from the employee's earned time for the next increment bracket: that a leave of absence granted to an employee for a course of study or training, when such study or training is of

the same nature and category with the stated employment of such employee shall not be deducted in computing the earned time in regard to the increments earned or qualifying for the increments for longevity, providing that the resolution granting such leave specifically sets forth such provision; that a leave of absence in excess of one (1) year for sickness or maternity shall be deducted from the earned time as applied to the increments for longevity; and that a leave of absence granted to an employee for any reason than above stated shall be deducted in computation of earned time for increments and longevity increments, unless approved after consideration of the Administrative Committee Only the actual time an employee is away from work during the granted leave of absence shall be deducted in computation of earned time for increments and longevity increments, however, any time worked during a granted period of leave of absence shall not extend the granted period of such leave of absence.

SECTION 4. Wherein a County employee has been granted a leave of absence without pay for reason of ill health, his name may not appear upon a payroll until he has been granted an approval by his doctor to return to work, and if necessary, the County under the Workers' Compensation Plan has the authority to require a physical exam by a physician of the County's choice. Further, such employee's name shall not appear upon a payroll until he has actually been re-employed and the certificate of the physician properly filed with the department head for transmittal to the Personnel Officer of the County Personnel Department. This must be interpreted and it is understood to be a provision that while an employee is on leave of absence he may not draw any salary against accumulated time of any type. Upon being properly re-employed as above stated, such employee may apply for any accumulated leave and be paid for such legitimate leave upon the approval of the department head or appointing officer.

SECTION 5. No leave of absence shall be granted to or part-time employees, however in regard to part-time employees on regular employment basis of at least forty (40) hours per pay period or at least four (4) hours per day and five (5) days per week, or at least 20 hours per week, may be granted leaves of absence without pay upon recommendation by the Sheriff and County Administrative Committee and an approving resolution of the Steuben County Legislature.

SECTION 6. If an employee is separated from County service, or granted a leave of absence without pay from County service, subsequent to the effective date of these Rules, and thereafter is reinstated or re-employed more than one (1) year following the last date upon which personal leave was credited to him pursuant to this rule, such reinstatement or re-employment shall be deemed to be a new entry into County service for the purpose of crediting personal leave under this rule.

ARTICLE XVII **GRIEVANCE PROCEDURE**

Grievance Procedure shall be in accordance with the following Resolution and as amended herein:

RESOLVED, that the Grievance Procedure for Employees of the County of Steuben as hereinafter set forth be, and it hereby is, adopted:

SECTION 1. DEFINITIONS

As used herein the following terms shall have the following meanings:

- A. "Employee" shall mean any person directly employed and compensated by the County of Steuben, except persons employed in the legislative or judicial branch thereof.
- B. "Grievance" shall mean a dispute between an individual employee, group of employees, or

the Union and the County arising out of the application or interpretation of this Agreement, except any matter involving retirement, position classification and grade, discipline and such other matters solely within the purview of the Sheriff.

1. If an individual employee or a group of employees initiate a grievance such employee(s) must sign said grievance.
 2. If the Union initiates a grievance on behalf of an employee(s) the Union shall list the name(s) of all employees involved in the grievance.
- C. "Department" shall mean any office, department, board, commission, or other agency of the government of the County of Steuben.
- D. "Legislature or its designee" shall mean the entire Legislature, a Committee of the Legislature specifically designated for such purpose by the Legislature or the "Proper Committee" as defined in the 1974-76 Agreement.
- E. "Department Head" shall mean that person so designated pursuant to charter, local law, administrative code, rule of resolution of the Legislature of accepted practice as the Head of a Department as defined in subdivision "C" hereof.
- F. "Decision" shall mean the ruling, determination or report or disposition made by a proper committee, department head or grievance board after a grievance is heard or submitted as in this act provided.
- G. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this act.

SECTION 2. DECLARATION OF BASIC PRINCIPLE

Every member of this bargaining unit shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

SECTION 3. INITIAL PRESENTATION

- A. An employee who claims to have a grievance shall present his grievance to his department head in writing, within five (5) days after attempting to resolve the issue administratively through the chain of command. Such administrative procedure shall be deemed to be completed when a written response is rendered by the Jail Superintendent or the Chief Deputy Sheriff.
- B. The department head shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his superiors to such extent as he deems appropriate, all on an informal basis.
- C. Within five (5) days after presentation of the grievance to him the department head shall make his decision in writing and communicate same to the employee presenting the grievance, and to the employee's representative, if any.

SECTION 4. SECOND STAGE

- A. If an employee presenting a grievance be not satisfied with the decision made by his department head, he may, within five (5) days thereafter, request a review and determination of his grievance by the Legislature or its designee. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Legislature and the department head to whom the grievance was originally presented. Thereupon, and within five (5) days after receiving such request, the department head shall submit to the Legislature a written statement of his information concerning the specific nature of the grievance and the facts relating to it.
- B. The Legislature, or its designee, may, and at the request of the employee shall, hold an informal hearing the within twenty (20) days following the receipt of the written request and statement from the employee. The employee, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.
- C. Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there be no hearing, the Legislature, or its designee, shall make its decision in writing and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

SECTION 5. ARBITRATION PROCEDURE

- A. In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the second stage procedures are complete, or thirty (30) calendar days after the time limits required in the grievance procedure have run, Steuben County Correction Officers, Dispatchers and Court Security Officers Unit may initiate the arbitration process by notifying a permanent arbitrator as set forth below and simultaneously notifying the county that there is a need for an arbitration hearing by submitting a demand for arbitration to the county and the permanent arbitrator.
 - 1. There will be six (6) permanent arbitrators for the duration of the collective bargaining agreement or until such time as the parties to the agreement agree to name others or to use the American Arbitration Association and its procedures for the selection of an arbitrator to hear disputes raised under ARTICLE XVII - GRIEVANCE PROCEDURE of the collective bargaining agreement.
 - 2. The permanent arbitrators for the 2008 - 2010 collective bargaining agreement will be Douglas Bantle, Tom Rinaldo, Eric Lawson, Jr., and Michael Lewandowski.
 - 3. When the Union submits a demand for arbitration, it shall do so on an alternating commencing with the first demand being filed with the arbitrator at the top of the list.
 - 4. If upon receipt of a demand for arbitration the arbitrator upon whom the demand is served is unable to schedule a hearing within 45 days, the parties shall contact the next arbitrator on the list.
 - 5. In the case one or all the arbitrators are no longer able to hear cases, the parties will have thirty (30) days to mutually agree upon replacements.
 - 6. If the parties are unable to mutually agree upon replacements, the American Arbitration Association shall become the administrative agency for the selection of arbitrators to hear disputes between parties

7. During the life of the contract either party may strike one arbitrator from the list.
 8. If the list gets to two arbitrators the Association and the County will attempt to within thirty (30) days of the time notice is received that two or more arbitrators are no longer able to serve, to agree on replacements. If the parties are unable to agree on replacements the Association will contact the AAA for a list of seven (7) arbitrators.
 9. The parties shall meet within thirty (30) calendar days alternatively strike names from the list from the AAA. The last two remaining on the list shall be added to the permanent arbitrator list for the duration of the Contract.
- B. The arbitrator shall have no power to subtract from or modify any of the provisions in this Agreement.
 - C. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
 - D. All awards of back pay shall be limited to the amount of wages employees(s) would have earned from his employment with the County, less any other compensation for personal services that the employee has received from any source during said period.
 - E. The decision of the arbitrator shall be final and finding upon the parties. The fees and expenses of the arbitrator including taking and transcribing of the record or testimony and decision, and the costs of the hearing room, if any, all shall be shared equally by the County and the Steuben County Deputy Sheriffs' Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other parties share of the divided costs nor the expenses of witnesses or participants called by the other.

SECTION 6. WAIVER OR EXTENSION OF TIME: TIME FOR DISCUSSION AND HEARINGS

- A. The time limitations for presentation and resolution of grievance as hereinabove fixed may be waived or extended by mutual agreement of the parties involved.
- B. All discussions and hearings between an employee, his department head, proper committee and grievance board, shall, so far as practicable, be conducted during regular working hours.

SECTION 7.

Variances from these rules may be authorized after recommendations of the County Administration Committee and the President of the Correction Officers, Dispatchers and Court Security Officers Unit and action by the Steuben County Legislature.

ARTICLE XVIII
2008 - 2010 SALARY SETTLEMENT

SECTION 1.

Addendum II, attached hereto and made a part hereof, fully contains the "County Job Classifications by Salary Grade" updated by additions and revisions as of the signing of this Agreement by contract negotiations and resolution of the Legislature, Addendum III, attached hereto and made a part hereof, fully contains the "Salary Grid" for the contract years 2008 - 2010.

- A. January 1, 2008 = \$2200 increase in overall schedule
- B. January 1, 2009 = \$2200 increase in overall schedule
- C. January 1, 2010 = \$2200 increase in overall schedule
- D. Employees already on Step 5 or higher will receive \$2200 increase in 2008, \$2200 increase in 2009, and \$2200 increase in 2010.
- E. Salary increase is effective retroactive to 01/01/2008 for employees currently on the payroll and those who have retired since 01/01/2008.
- F. An individual moves from start to step one (1) upon his/her first year calendar anniversary.
- G. The individual moves from Step one (1) on the January 1st or July 1st succeeding their second year of employment and subsequently on the respective January 1st or July 1st after that.

Effective January 1, 1994, January raises are to be inclusive of the January 1st pay period when the contract does not require retroactive pay. (Any December days to include rate change.)

SECTION 2. REINSTATEMENT AND PROMOTION

- A. The policy pertaining to increments of officers and employees who have been separated from the service for other than disciplinary reasons and subsequently re-employed within one (1) year after such separation shall be that in the discretion of the County Administration Committee such employee may be re-employed at the salary such employee was in at the date of such separation from service. In the case of more than one (1) year separation from employment of any employee re-employed, such employee must commence at the beginning increment bracket pertaining to such position, unless otherwise approved by the Legislature.
- B. Every employee included in the "Steuben County Correction Officers, Dispatchers and Court Security Officers" Bargaining Unit whose job classification or title may have been raised resulting in a promotion as determined by the County Personnel Department during the term of this contract, shall receive at least that step on the grid that is at least 4% higher than their current rate.

SECTION 3. LONGEVITY INCREMENTS

- A. No time shall be credited for the hereinbefore stated longevity increments for seasonal, or part-time employment, or provisional employment unless such is continuous and results in permanent status.

- B. The Sheriff shall certify to the County Treasurer and Personnel Officer of the County Personnel Department in writing the date of the employee becoming entitled to the above longevity increments. Such officer or employee in order to qualify for such longevity increments must be certified by the County Personnel Department to have been listed on the Steuben County payrolls certified by the County Personnel Department and the paychecks of such officers or employees to have been actually issued and paid by the Steuben County Treasurer to such officer or employee during such periods of longevity.
- C. Such longevity increments for employees shall not be retroactive for any year that has passed for which any officer or employee has failed to apply for such longevity increments, it being the intent of the Legislature that any officer and employee who is entitled to such longevity increments shall make timely application in the year he becomes entitled to the same.
- D. Exceptions in regard to the granting of the aforementioned longevity increments may be made concerning special circumstances, only upon the recommendation of the Administration Committee and the adoption of an authorizing resolution by the Legislature.
- E. Earned longevity increments shall be as follows:
 - 1. \$250.00 after 5 years continuous service, (effective 1/1/94);
 - \$375.00 after 10 years continuous service;
 - \$750.00 after 15 years continuous service;
 - \$1,200.00 after 20 years continuous service;
 - \$2,000.00 after 25 years continuous service.

SECTION 4.

Effective January 1, 2008, all employees whose majority of their regularly scheduled shift falls after 4:30 P.M. and before 8:00 A.M. shall be paid an additional wage per hour for work performed on their regularly scheduled shift. See chart below.

2008 = \$.50 per hour shift differential
 2009 = \$.55 per hour shift differential
 2010 = \$.60 per hour shift differential

ARTICLE XIX
HEALTH INSURANCE

SECTION 1.

- A. The County agrees to continue during the life of this agreement the existing *Blue Cross-Blue Shield Hospital and Medical Care Coverage including all riders now in force as were provided during 1986.
- B. During the life of this agreement the County shall, unless mutually agreed in writing, continue to provide this same coverage. Each employee who enrolls in a Single Plan or in a Family Plan, shall pay as follows:

Current employees hired prior to September 1, 2008 shall pay the following insurance premium:

	<u>Single Plan</u>	<u>Family Plan</u>
2008	5.0% of insurance premium	5.0% of insurance premium
2009	6.0% of insurance premium	6.0% of insurance premium
2010	7.0% of insurance premium	7.0% of insurance premium

Employees hired after September 1, 2008 shall pay 12% of the insurance premium.

C. Booklets describing Blue Cross-Blue Shield insurance coverage will be available in the Personnel and Treasurer's Offices.

D. The County will provide a Blue Cross-Blue Shield prescription rider at the following employee co-pay:

Effective January 1, 2006, the County will provide health insurance coverage through Blue Cross-Blue Shield PPO plan H and the accompanying three-tier prescription plan. Therefore the following co-pays will apply:

2008	\$5/\$15/\$30 (beginning September 1, 2008)
2009	\$5/\$20/\$35

E. Effective January 1, 2006, a 125 Plan will be made available for all members covered by this agreement.

F. The County and the Steuben County Correction Officers, Dispatchers and Court Security Officers Unit agree to jointly explore alternatives to the current hospitalization plan and an extended disability plan to cover employees for catastrophic illnesses or injuries beyond their present level of sick pay.

G. Insurance Buyout:

Effective January 1, 2006, a member may opt out of Steuben County health insurance coverage and receive an annual buyout payment of \$500. The member must give notice to opt out to the County Personnel Department by December 1st of the current year which will be effective January 1st of the year immediately following. The employee will receive the buyout payment on December 1st of each year that health insurance coverage was not taken. (See example below.) The member must show proof of current health insurance and sign a certification that he/she will keep this coverage through December 31st of each year. A member whose spouse is also employed by Steuben County is not eligible to participate in the buyout program. A member who is covered by Steuben County health insurance for all or a portion of a year will not qualify for the buyout payment for that year. A life-altering event (for example, but not limited to death, divorce, lay-off) may allow the buyout decision to be rescinded. Reinstatement to the County health insurance plan shall occur approximately one month following notice of the decision to rescind.

Example

<u>Decide to opt out</u>	<u>No Health Insurance</u>	<u>Buyout payment</u>
December 1, 2008	January 1, 2009	December 1, 2009
December 1, 2009	January 1, 2010	December 1, 2010

SECTION 2.

That Medicare, Part B. (Medical Insurance) payments shall be reimbursed in full to any Steuben County employee now working under this coverage.

SECTION 3.

The rules and regulations for Blue Cross-Blue Shield County Employees Group and Retired Employees Medicare Extended Group are as follows:

A. County Employees Group

1. Membership -- All salaried employees and officers of the County of Sheriffs' Department, hourly part-time help employed on a permanent basis and working at least twenty (20) hours per week.
2. Payment of Premiums – The County shall contribute monthly toward the premium with the employee or officer paying the remainder. The employee's share of the premium will be deducted in 26 equal payments. In the event that the employee is leaving the service of the County for any reason, his premium for the succeeding month may be deducted from his last check. If an employee is on temporary disability not to exceed six (6) months and is not drawing a paycheck, he may pay his share of the premium to the County Treasurer on or before the fifteenth (15th) of the month preceding the date of the billing. In the event both a husband and wife shall participate in the family coverage the County Treasurer shall contribute monthly twice the County contribution as long as both are employees or officer of the County.
3. In the event any employee or officer shall hold more than one job or office on County employment, such employee or officer shall not be entitled to more than a single County contribution per month.
4. The rule of procedure in regard to educational leave of absence without pay shall be that the employee who wishes to continue under the County Group Health Insurance Plan shall be obligated to pay the premium as has been the standard procedure for other employees on leaves of absence without pay for other authorized reasons.
5. Coverage -- Membership in the group will be on the acceptance of the full coverage available only by exception by Blue Cross-Blue Shield rulings.

B. Retired Employees -- Medicare Extended Groups

1. Membership -- Any employee or officer who has been a member of the County's groups while in the employ of the County of Steuben who retires from service shall be entitled to membership.

Dependents of the above-mentioned employees or officers when either are over sixty-five (65) or when they survive the employee, officer or Legislator.

2. Payment of Premiums – Effective January 1, 2006, for those employees who retire with fifteen (15) or more years of service, the employer will pay 25% per month of premiums. For those employees who retire with twenty-five (25) or more years of service, the employer will pay 50% per month of premium. Retirees, additionally, may opt to participate in the CSEA EBF Dental and Optical Plans with the same co-pay provisions as mentioned above. The remaining amount of the premium for health insurance and CSEA EBF plans will be the responsibility of the retired employee. If any payment is due, subsequent to the utilization of ARTICLE XXIII, SECTION 2. contained in this Agreement, then such amounts will be payable to the Steuben County Treasurer on or before the fifteenth (15th) of the month preceding the billing date.
3. Coverage -- Coverage in this group will follow the same line as when in the employment of the County. If the employee had a single coverage while working that is all he or she may have in this group. Membership in these groups will accept the full coverage available at the discretion of Blue Cross-Blue Shield.

- C. The Employer agrees to participate in and pay 100% of the cost of the CSEA Employee Benefit Fund Horizon Dental Plan and pay 100% of the cost of the CSEA Employee Benefit Fund Platinum 12 Vision Plan for employees, hired prior to September 1, 2008, and their dependents. Employees hired after September 1, 2008 shall pay 12% of the premium for dental and vision plans provided.

ARTICLE XX
LIFE INSURANCE

SECTION 1. In the event that County Officers and Employees qualify and duly establish a Group Life Insurance Plan for County Officers and Employees, then and in such event it is hereby provided that the County Treasurer or other paying officer for the County, shall deduct from the wages of County Officers and Employees and remit to the proper insurance carrier or organization the regular premiums for those officers and employees who sign authorizations permitting such payroll deductions.

ARTICLE XXI
PHYSICAL EXAMINATIONS

SECTION 1. When the County and/or the State requires a physical examination the County shall designate the doctor for the physical and pay all costs for said physical. If an employee elects to choose a different physician for a required County or State physical the County will reimburse the individual for the first forty dollars (\$40.00) of the cost upon the presentation of the doctor's report for the individual's required examination. Such physical examinations, whenever possible, will be accomplished during normal working hours.

ARTICLE XXII
RETIREMENT

SECTION 1. The County agrees to continue the noncontributory retirement plan, as contained in Section 75-i of the Retirement and Social Security Law of the State of New York, known as the Twenty-five (25) year career plan, as presently or hereafter amended by law. The County also agrees to provide Section 89-b and 89-m retirement benefits for its employees.

SECTION 2. Employees hired after July 1, 1976, are not eligible for the aforementioned plan. Employees hired after said date shall be eligible for retirement benefits as prescribed by Article 14, of the New York State Retirement and Social Security Law.

SECTION 3. The County agrees to provide for eligible employees the \$20,000.00 ORDINARY DEATH BENEFIT PLAN KNOWN AS "SECTION 60-B."

SECTION 4. The County agrees that in the event the New York State Legislature authorized the "buy-back" of military service time for retirement credit then the County will take all steps necessary to insure that its employees have the opportunity to avail themselves of such buy-back provision.

SECTION 5. Upon accepting a 41-j by all County 75-i members, the benefit will be provided to the applicable Association members.

ARTICLE XXIII
TERMINATION/SEVERANCE COMPENSATION

SECTION 1. It is agreed to pay 50% of accumulated unused sick leave benefits upon termination or severance from employment after ten (10) years of service. Accumulation of sick leave is not to exceed one hundred and fifty (150) days as previously provided.

SECTION 2. The employee may elect to apply all or any part of such compensation towards the cost of health insurance coverage as defined in Article XIX, Section 3, Paragraph B, Sections 1, 2, and 3.

SECTION 3. Any employee who is terminated for cause shall forfeit his sick leave termination pay.

ARTICLE XXIV
WORKERS' COMPENSATION

SECTION 1. Employees injured and coming within the provisions of the Workers' Compensation Law shall be entitled to compensation under the law and no charge shall be made against employee's accumulated sick leave for such time as he may be drawing compensation. The employing officer or department head shall file with the Personnel Department of the County and with the Administrator of the County Self-Insurance Plan, in cases of injuries coming under the Workers' Compensation Law, a certificate of such absence together with the reason therefore. All employees while under Workers' Compensation benefits may elect to take sick leave for the first seven (7) days of their injury in lieu of any compensation benefits due them. Any benefits from Workers' Compensation covering the first (7) days will revert to the proper budgetary item of the Department. Sick leave credits, equal to money value (computed to the nearest half day) of the above credits which is reimbursed by the County Self-Insurance Plan to the Department, shall be restored to the employee's credit.

SECTION 2. Effective January 1, 1981 the County shall provide an automotive liability insurance protection plan for the total of \$500,000 liability protection for any employee who uses his/her automobile while on the job and who is conducting official County business. Said employee must first provide coverage at their own expense for the initial \$100,000 automotive liability insurance protection plan on their automobile to be eligible for coverage under the County's automotive liability insurance.

SECTION 3. All sections under this article shall conform to the General Municipal Law 207-c.

ARTICLE XXV
RULES FOR PERSONAL EXPENSES FOR COUNTY EMPLOYEES

SECTION 1. TRAVEL

- A. Headquarters of all employees shall be designated as the administrative office of the Sheriffs' Department. In some cases field offices of certain departments may be designated for the convenience of the County as the Headquarters for an employee. Such designation shall be made in writing by the Department Head and shall be filed in the office of the County Treasurer and the Clerk of the Legislature.
- B. In the event that an employee travels directly from home to a field assignment, he shall be reimbursed for the mileage from his home or from assigned headquarters, whichever is the less.

- C. Travel between home and department headquarters shall be considered reimbursable only when the County business is conducted enroute, and then only for the amount of those miles driven in excess of the miles necessary for the employee to reach department headquarters. Travel between home and headquarters shall be reimbursed if County business requires extra trips.
- D. Travel shall be reimbursable at the rate of twenty-two cents (\$.22) per mile for privately owned cars but in no event shall any additional mileage be allowed for more than one person traveling in the same car.
- E. Parking and garage storage expense will be reimbursable only outside Steuben County and must be supported by receipts.
- F. Thruway and other tolls will be reimbursable only upon the presentation of receipts.
- G. No receipts will be required for taxi fares.
- H. Travel by public transportation methods such as railroad, air or bus, shall be supported by ticket stubs, envelopes, or other evidence of the amount, but no tax shall be included.
- I. Every effort shall be made so that more than one employee can ride in the same car when traveling outside the County to the same place.
- J. Not more than one round trip shall be reimbursed on each occasion, in going to and from airports, railroad stations, etc.
- K. Travel within the County by a County employee for the purpose of giving talks or demonstrations before organizations or groups shall not be reimbursable except:
 - 1. If a County Officer designates an employee to appear or talk before a group or organization he will be reimbursed for his travel expense.
 - 2. For the purpose of promoting public safety or for the purpose of recruiting volunteer workers. Example: (Civil Defense workers and similar functions.)
 - 3. When the duties of the employee as set up by Law or Resolution of the Legislature shall require such talks or demonstrations.

SECTION 2. MEALS

- A. Employees will be reimbursed for meals at the rate of eight dollars (\$8.00) for lunch and fifteen (\$15.00) dollars for dinner in accordance with the following provisions. A proper receipt must be submitted with the reimbursement claim.
- B. The reimbursement allowance for a meal may be increased up to a maximum of \$5.00 for any duly authorized conference or committee meeting within the County. A proper receipt must be submitted with the reimbursement claim.
- C. No meal shall be reimbursable in the community where an employee's headquarters are located, or in the community in which an employee lives except when he or she is attending a committee meeting or conference. The term "employee's headquarters" shall be defined as that community where the County maintains an office in which the employee works the majority of his time on a monthly basis.

- D. No lunch shall be reimbursable unless the employee's travel is such that it is necessary for him to leave his headquarters or community where he lives, prior to 11:00 A.M. and does not return to the same prior to 2:00 P.M. A proper receipt must be submitted with the reimbursement claim.
- E. In the event of overtime for employees working on an hourly basis that receive payment for the total number of hours worked, they may only be reimbursed for meals on the same basis as in Rule 2-C above. It is the intent that Rule 2-E shall be applied only when the Department Head feels unusual circumstances warrant the same.

SECTION 3. LODGING

All claims for lodging shall be supported by receipts showing amount, date, location and the name of the hotel or motel. In case of double occupancy, receipts should show the charges for the person claiming the reimbursement or it shall be divided evenly between occupants of the room.

SECTION 4. TIPS AND GRATUITIES

No claim shall be made or allowed for any tip or gratuities EXCEPT in those cases when a service charge is added to the bill submitted by a hotel or restaurant in which case reimbursement may be claimed if included in the receipt furnished to support the lodging or restaurant charge.

SECTION 5. UNIFORMS

- A. The County agrees to furnish any uniforms, or special equipment which has been determined by the Legislature to be required, to be worn as used by an employee in his job. The design and purchase of such uniforms and equipment shall be specified by the County. Employees will maintain uniforms and other apparel including the cleaning and laundering of same. Employees shall also provide normal maintenance of other personal equipment supplied by the County and used by the employee in his job.
- B. Worn out or damaged uniforms or equipment must be returned to the County before replacements will be issued.
- C. Upon termination employees shall return all uniforms and equipment supplied by the County, or be liable for the value of such items.
- D. In lieu of the County furnishing uniforms, as above stated, the Sheriffs' Department have established rules and regulations whereby employees would be paid an allowance per year to furnish the required uniforms. For example, an allowance of \$150.00 per year to such personnel as required to wear specified uniforms. The annual payment of \$150.00 to be made on a quarterly basis to such personnel and only after such personnel had completed three (3) months of continuous employment in their position.

ARTICLE XXVI

CONVENTION AND CONFERENCE ATTENDANCE

SECTION 1. Employees of the County may attend conventions and conferences upon authorization of the officer in charge of the office or department and approval of the Chairman of the Legislature, and no voucher for expenses shall be audited until such authorization has been given or approved.

ARTICLE XXVII
PART-TIME EMPLOYEES PROVISIONS

SECTION 1. Part-time Employees who work on a Regularly Scheduled Bi-Weekly Work Period of at least forty (40) hours in each pay period:

- A. Such employees who have been continuously employed on such basis for a period of six (6) months regarding vacation and sick leave, may earn such accumulated benefits at one-half (1/2) of the rate allowed to full-time employees. The paragraphs pertaining to employees hired on and after January 1, 1970, shall be adhered to.
- B. Such employees shall not be entitled to personal leave.
- C. Article XVI herein, shall apply in regard to leave of absence.
- D. Increments or longevity - No time shall be credited unless it is continuous and results in a permanent position.
- E. Jury and Court Attendance does not mention part-time employees. Regular employees (full-time) receive benefit. It is not intended to include any part-time employees.
- F. The Group Plan includes hourly part-time help employed on a permanent basis and working at least twenty (20) hours per week. It is intended that part-time employees working on a regularly scheduled bi-weekly work period of at least forty (40) hours in each pay period, employees on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week and employees regularly scheduled and working at least twenty (20) hours per week, shall be entitled to such at one-half (1/2) rate and on an equal basis with each other. Therefore, it is hereby determined that all of the three above-mentioned part-time employee categories shall be entitled to participate in the County Employees Group Health Insurance Plan. The County shall pay 50% of the full cost of the Individual policy coverage and pay an amount equal to such 50% individual rate on the family policy coverage for the above-mentioned part-time county employees. The provision for the Usual Customary Reasonable Fee Plan and the Optional Dental Plan shall also apply to part-time employees in the above categories.

SECTION 2. It is intended that part-time employees working on a regularly scheduled bi-weekly work period of at least forty (40) hours in each pay period, employees on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week, employees regularly scheduled and working at least twenty (20) hours per week and/or employees regularly scheduled and working in positions earning them \$2,500.00 or more annually, are covered by the holiday provision under the following conditions:

"If a part-time employee's regular or normal day of work occurs on the same day as one of the legal holidays hereinbefore mentioned, such employee shall be entitled to have the holiday off with pay, if approved by the department head, however, if circumstances do not permit such grant then holiday overtime pay shall be provided in accordance with the portion of such day the employee would have been required to work on a normal workday."

ARTICLE XXVIII
SHERIFF'S AND 911 DEPARTMENTS

SECTION 1. All Correction Officers, Dispatchers and Court Security Officers in the bargaining unit shall, after one (1) year of satisfactory service from their first date of hire with the County, will be granted the following tenure job protection layoff and recall provisions.

- A. **TENURE:** No employee in the Department can be suspended, demoted, removed from his position without just cause. In the event an employee is made subject to discipline the following procedures are in force.
1. The Department Head will provide to the employee, in writing, the reason(s) for the discipline and/or discharge and the penalty. The reason(s) will include a detail of the charges against the employee.
 2. The employee will, upon receipt of the reason(s), respond in writing within ten (10) calendar days by either accepting or rejecting the Department Head's action and reason(s) therefore. If the employee accepts the Department Head's action the employee waives all rights to a redress in any forum and the penalty, if any, shall be imposed thereon. If the employee rejects the Sheriffs' action the following procedures will be followed:
 - a. The employee with his representative will meet with the Department Head to attempt a settlement. Said meeting will take place within ten (10) calendar days of the employee's notice of rejection.
 - b. If, within five (5) calendar days of the meeting in "a.", no settlement is reached the parties will submit the dispute to arbitration as per the applicable provisions of the Grievance Procedure.
 - c. The arbitrator and the parties will be bound by the applicable provisions of Article XVII Grievance Procedure, Section 5.
 - d. If the grievance is overruled, the disciplinary record shall be part of the employees permanent employment file. If the grievance is sustained, the disciplinary material shall be expunged.
 3. The employee will be represented at all lower stages of this procedure by the representative of his choice, except that, the Union will have the right to be present and will receive copies of any settlement reached as a result of the meeting in "a".
- B. If two (2) or more employees are hired on the same date, their relative seniority shall be determined by lot.
- C. An employee who transfers job title(s) during the life of this agreement shall not receive a lower rate of pay as a result of such transfer, except if such transfer is voluntary to a lower job title then such a reduction will be immediate.

SECTION 2.

A. LAYOFF: In the event of a layoff, part-time or seasonal employees shall be terminated using the first date of hire with the County as the seniority date in the make of least senior person first.

After all of the above employees have been terminated, then the County may lay off permanent employees on a seniority basis using their first date of hire with the County as the determining date. Seniority basis means least senior employee first.

B. RECALL: All employees laid off will go on a preferred list and will be recalled to work in the inverse order of layoff. In no case will any new employee be hired while a preferred list is in existence.

The above stated provisions set forth in Section A above apply to the incumbent Sheriff and his employees, however, not to be in force and effect beyond the term of office of the incumbent Sheriff, or the term of this Agreement between the County and the Steuben Correction Officers, Dispatchers and Court Security Officers Union, whichever is longer.

SECTION 3.

Right to Representation - In all matters where the Department Head summons an employee to a meeting involving discipline the employee shall have the right to be represented by the Union. The meeting can not take place until the employee's representative is present, but in no case, shall the meeting not take place within forty-eight (48) hours after the Department Head's request.

SECTION 4.

Personnel Files - The Civil Service Office will maintain the official personnel file. Whenever any material is to be placed in an employee's file he will be informed and if said material is derogatory in nature the employee will have a right to meet the author of said material and the Department Head before placement in said file. He may write a response to said derogatory material or may grieve its placement. In such case the procedure in Section A. 2. will be followed.

SECTION 5.

Employee Evaluation

- A. The Department Head and designees, may evaluate members of the Department at least once each year. The above will be permanent employees working in permanent grade positions.
- B. The evaluation shall be conducted with the open and complete knowledge of the employee.
- C. The evaluator and employee shall, within ten (10) days meet to discuss the employee's evaluation.
- D. At the conference the employee will sign and receive a copy of the evaluation.
- E. The employee may make such comments as he wishes concerning the evaluation. If an employee does not agree with the evaluation he/she may, within ten (10) days after the signing of the evaluation, appeal the evaluation to the Department Head. The Department Head shall have ten (10) working days to render a decision on the appeal. If the employee is not satisfied with the decision of the Department Head, the employee may within ten (10) days of receipt of the decision from the Department Head, appeal the evaluation to the Public Safety and Corrections Committee. The Public Safety and Corrections Committee shall hold a hearing at their next regular meeting after receipt of the appeal to hear the employee's objection to the evaluation. The employee shall have the option of appearing in person or submitting his/her objections in writing to the Chair of the Public Safety and Corrections Committee. The Chair of the Public Safety and Corrections Committee shall render a decision within ten (10) working days. The decision of the Public Safety and Corrections Committee shall be final and binding.
- F. A copy shall be placed in the employee's official personnel file.
(See Addendum #4, evaluation form, attached.)
- G. An evaluation, by itself, cannot be used for discipline.

SECTION 6. The County agrees to provide bonding for all unit personnel, who are required, as a condition of employment to handle money.

ARTICLE XXIX
LEGISLATIVE ACTION-SECTION 204-a TAYLOR LAW

SECTION 1. IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY 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.

ARTICLE XXX
APPLICATION

SECTION 1. The terms of this agreement apply to all county personnel except department heads, elected officials, and county officers as listed in Addendum "I" attached hereto and made a part hereof.

SECTION 2. No legal right of employment presently enjoyed by any Steuben County Employee shall be abrogated by this agreement, except such as are abridged, abrogated or modified by this agreement or by applicable law.

SECTION 3. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXI
SAVINGS CLAUSE

SECTION 1. Should any provision of this agreement be declared unlawful by any court of competent jurisdiction, the parties hereto shall honor the remainder of the agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

ARTICLE XXXII
AGREEMENT

SECTION 1. The foregoing constitutes the entire agreement between the parties hereto, and no verbal statement or other agreement, except an amendment in writing annexed herein and designated as an amendment to this agreement shall supersede or vary provisions herein.

SECTION 2. As aforementioned herein, it is mutually agreed that the County Administration Committee from the County Legislature and a duly delegated representative Committee of the Correction Officers, Dispatchers, and Court Security Officers Union shall convene in periodic joint meetings as deemed reasonable and necessary for the purpose of reviewing and resolving any matters of differences regarding the terms of this contract. The parties shall discuss and review problems of safety and orientation for new employees. A three member committee selected by the Union will review and advise the department on the specifications for the purchase of new equipment.

ARTICLE XXXIII
EFFECTIVE PERIOD

The terms of this Agreement shall be effective from January 1, 2008 to December 31, 2010, both dates inclusive.

IN WITNESS WHEREOF, the parties hereto shall have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereto affixed this 6th day of November, 2008.

Attest:

COUNTY OF STEUBEN

CHAIRMAN, LEGISLATURE
S/Philip J. Roche.

Witness: CLERK OF THE LEGISLATURE
S/Christine D. Kane

SHERIFF
S/Richard C. Tweddell

Attest:

CSEA Local #851
Correction Officers, Dispatchers, and Court Security Officers

LABOR RELATIONS SPECIALIST
S/Robert Leonard

CSEA UNIT PRESIDENT
S/Michael Shepard

ARTICLE XXXIII
EFFECTIVE PERIOD

The terms of this Agreement shall be effective from January 1, 2008 to December 31, 2010, both dates inclusive.

IN WITNESS WHEREOF, the parties hereto shall have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereto affixed this 6th day of November, 2008.

Attest:

COUNTY OF STEUBEN

Philip J. Roche, Chairman of the Legislature

Christine D. Kane, Clerk of the Legislature

Richard C. Tweddell, Sheriff

Attest:

CSEA Local #851
Correction Officers, Dispatchers, and Court Security Officers

Robert Leonard, Labor Relations Specialist

Michael Shepard, Unit President

ADDENDUM I
DEPARTMENT HEADS, ELECTED OFFICIALS AND COUNTY
OFFICERS NOT INCLUDED IN BARGAINING UNIT

ASSISTANT JAIL SUPERINTENDENT
CORRECTION LIEUTENANT
COURT SECURITY SUPERVISOR
JAIL PHYSICIAN
JAIL SUPERINTENDENT
NURSE PRACTITIONER
SHERIFF
UNDERSHERIFF
SECRETARY

RELATIVE TO ADDENDUM I

Officers and employees, who because of the applicable section of the Taylor Law hereinbefore mentioned concerning their being in a confidential relationship regarding the operation of County Government are listed in Addendum I as being excluded from the "Union Bargaining Unit", nevertheless as being under the regulations of the Civil Service Law and those in the classified service with permanent status, shall be governed by the rules, procedures, regulations and appropriate benefit provisions set forth in this agreement, however, it is understood and agreed that such county officers and employees being classified as confidential employees under the Taylor Law are excluded from membership in the "Union Bargaining Unit" and listed in Addendum I are, in accordance with the Taylor Law, forbidden from having any connection with, or in any way, taking part in any matter relative to the operation, procedures, negotiations, etc. of the Union Bargaining Unit" at any time.

ADDENDUM II

STEBEN COUNTY JOB CLASSIFICATION BY SALARY GRADE

GRADE X (43-47 Points)

Correction Officer
Court Security Officer
Dispatcher (Sheriff)
Dispatcher (911)

GRADE XI (48-52 Points)

Correction Corporal

GRADE XII (53-57 Points)

Correction Sergeant
Supervising Dispatcher

ADDENDUM III

JANUARY 1, 2008

SALARY SCALE

GRADE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
10	\$26,946	\$30,323	\$31,288	\$32,253	\$33,218	\$34,183
11	\$27,978	\$31,523	\$32,536	\$33,549	\$34,562	\$35,575
12	\$29,010	\$32,723	\$33,783	\$34,843	\$35,903	\$36,963

JANUARY 1, 2009

SALARY SCALE

GRADE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
10	\$29,146	\$32,523	\$33,488	\$34,453	\$35,418	\$36,383
11	\$30,178	\$33,723	\$34,736	\$35,749	\$36,762	\$37,775
12	\$31,210	\$34,923	\$35,983	\$37,043	\$38,103	\$39,163

JANUARY 1, 2010

SALARY SCALE

GRADE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
10	\$31,346	\$34,723	\$35,688	\$36,653	\$37,618	\$38,583
11	\$32,378	\$35,923	\$36,936	\$37,949	\$38,962	\$39,975
12	\$33,410	\$37,123	\$38,183	\$39,243	\$40,303	\$41,363

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