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AGREEMENT
BETWEEN
THE COUNTY OF ONEIDA
AND
THE ONEIDA COUNTY SHERIFF
AND
ONEIDA COUNTY SHERIFF'S DEPUTIES' POLICE BENEVOLENT ASSOCIATION

FOR THE PERIOD
January 1, 2002 to December 31, 2006

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ARTICLE I
APPLICABLE LAW

The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law, state laws and the local laws of the County of Oneida not inconsistent with said Act shall govern the terms and provisions of this Agreement.

ARTICLE II
RECOGNITION AND COLLECTIVE BARGAINING UNIT

The County recognizes the Oneida County Sheriff's Deputies' Police Benevolent Association (hereinafter referred to as "PBA") as the sole and exclusive bargaining agent for all employees in the hereinafter defined negotiating unit for the purpose of collective negotiations and the administration of grievances arising thereunder. The bargaining unit shall consist of those employees of the Oneida County Sheriff's Office or Oneida County 911 Communications Center holding a budgeted regular full-time position in a title reflected in Appendix "A" – Grade Classification. All part-time, temporary, seasonal and casual employees shall be excluded from the bargaining unit. All other current County officers and employees not listed in Appendix "A" shall be excluded from the bargaining unit.

ARTICLE III
DEFENSE AND INDEMNIFICATION

The County agrees to defend and indemnify unit members subject to the requirements and limitations of Section 18 of the Public Officers Law. The provisions of this Article shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE IV
MANAGEMENT RIGHTS

It is agreed that the management officials of the County retain the right to direct employees, to hire, promote, transfer, discipline, subject to law and the terms of this Agreement; to maintain the efficiency of operations entrusted to them; to determine the methods, means and personnel by which said operations are to be conducted, and to take whatever action is deemed necessary to carry out the mission of the applicable department in cases of emergency; provided that such rights shall not be exercised in violation of other sections of this Agreement or in violation of any law.

ARTICLE V
UNION SECURITY

5.1 (a) Deduction of Union Dues

As soon as feasible following receipt by the County of a signed authorization form from the employee, the County shall deduct from the wages of each employee the regular membership dues (uniform in dollar amount each payday) of the PBA. The PBA shall notify the County by certified mail in advance of the amount of uniform dues to be deducted. The deductions shall be remitted to P.O. Box 376, Westmoreland, New York 13940.

(b) Agency Fee

Subject to the provisions of Section 208(3)(b) of the Public Employees' Fair Employment Act, the County agrees to deduct from the pay of each employee who is a member of the bargaining unit, but who is not a member of the PBA, an amount equivalent to the PBA dues that are authorized, levied and collected from the general membership.

(c) The PBA shall indemnify the County and hold it harmless against any and all claims,

demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

5.2 Membership in the PBA shall be voluntary, but since both parties to this Agreement recognize that a strong and active PBA with full membership participation is desirable to the collective negotiating process, the County agrees that there shall be no discrimination, interference, restraint or coercion by the County or any of its agents or employees against any employee because of his/her membership in the PBA or because of any lawful activities on behalf of the PBA and its sole members which activities do not seriously conflict with or curtail the employees' work duties.

5.3 The PBA shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement, to designate its representation; to direct, manage and govern its own affairs, to determine those objectives free from any interference, restraint, coercion or discrimination by the County. The PBA shall have the right to pursue any matter or issue in accordance with the grievance and arbitration procedures in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is applicable, and acting through its membership and officers, be the sole judge thereof unless it is expressly and specifically abridged, delegated or modified by this Agreement.

5.4 The PBA shall have the right to post non-political notices and other non-political communications on bulletin boards maintained on the premises and facilities of the County and in other conspicuous places, provided that their content is not derogatory.

5.5 For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the representative of the PBA shall have the right to visit the employees on the job as cited in the prior sections of this Agreement. The names of the PBA's representatives shall be certified in writing to the County Commissioner of Personnel on an annual basis and/or as changes occur.

5.6 Local Officers and Board members of the PBA may from time to time have a need to attend a Board meeting of the PBA. If any portion of the meeting is scheduled during such Board member's duty time, the Board member will be granted time off with pay, unless the Employer believes that the member's absence would severely hamper departmental operations. A list of Board members and scheduled Board meetings shall be filed with the Employer and updated as necessary.

5.7 The County agrees that it will permit and pay up to three (3) representatives of the PBA who are regular County employees time while on the job to resolve PBA grievances and time to meet with County representatives to resolve differences and discuss or interpret the terms of this Agreement. The steward will notify the appropriate supervisor that he/she will be involved in the investigation and resolution of the grievances. The PBA will file a written list of its designated representatives with the employer and update it as often as necessary. The County also agrees to permit negotiators for the PBA who are regular County employees time while on the job to negotiate future agreements.

5.8 Union Leave Days

The County agrees that it will pay and allow the Association a cumulative maximum of eighteen (18) man days leave with pay, which may be used in one-half (½) day increments, without reduction in sick time or vacation time for officers or members of the association designated by the President of the PBA to attend state-wide conferences, meetings, seminars or other organized activities. For purposes of this section, the PBA agrees to correspond with the department head thirty (30) days in advance whenever practicable and inform him/her of the exercise of these rights and agrees to forward the names of the personnel and the dates that the employees require the time off.

In addition, the President of the PBA shall be entitled to one (1) day off with pay each month to attend to Association matters.

5.9 The above rights of the PBA are not all inclusive but indicate the type of matters or rights which are inherent to or belong to it as bargaining agent.

ARTICLE VI
STRIKES

Pursuant to Section 210, Subdivision 1 of the Public Employees' Fair Employment Act, the PBA hereby 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 on its membership to conduct, assist or participate in any such strike.

ARTICLE VII
SALARY

7.1 Salary Schedules

All employees will be paid in accordance with the attached Incremental Salary Schedules ("D" and "S") at Appendix "B" of this Agreement.

a. Civilian "D" Schedule - This schedule covers all members of the bargaining unit who perform civilian duties, including public safety telecommunicators, and clerical and accounting.

b. Law Enforcement "S" Schedule - This schedules covers all members of the bargaining unit not covered by the "D" schedule.

7.1.1 Unit members shall be placed on the applicable 2002-06 salary schedules, and advance thereon, in accordance with the following rules:

a. "S" Salary Schedule. The 1998-2001 "S" salary schedule shall be continued until February 28, 2002 without any step movement. Effective March 1, 2002, the 1998-2001 "S" Salary Schedule shall be discontinued and replaced with a new "S" salary schedule covering the period of March 1, 2002 - December 31, 2006. Effective March 1, 2002, each "S" salary schedule employee shall be placed on the 2002 salary schedule as follows:

Grades 1S, 2S, 3S, and 4S:

<u>Step as of February 28, 2002</u>	<u>Step Placement on the 2002 Salary Schedule</u>
1	1
2	3
3	4
4	6
5	7
6	9
7	10
8	11
9	12

Additionally, effective March 1, 2002, each newly hired Grade 1S employee will be paid a training/hiring rate salary equal to 85% of the first step salary of said grade until the employee successfully completes his/her basic police academy training. Upon successful completion of such training, the employee shall be advanced to the first step level of Grade 1S.

Effective January 1, 2003, the "S" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2003, eligible employees shall advance one step on the 2003 "S" salary schedule and the first step of the 2003 schedule will then be eliminated.

Effective January 1, 2004, the "S" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2004, eligible employees shall advance one step on the 2004 "S" salary schedule and the first step of the 2004 schedule will then be eliminated.

Effective January 1, 2005, the "S" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2005, eligible employees shall advance one step on the 2005 "S" salary schedule and the first step of the 2005 schedule will then be eliminated.

Effective January 1, 2006, the "S" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2006, eligible employees shall advance one step on the 2006 "S" salary schedule and the first step of the 2006 schedule will then be eliminated.

b. "D" Salary Schedule. The 1998-2001 "D" salary schedule shall be continued until February 28, 2002 without any step movement. Effective March 1, 2002, the 1998-2001 "D" salary schedule shall be discontinued and replaced with a new "D" salary schedule covering the period of March 1, 2002 - December 31, 2006. Effective March 1, 2002, each "D" salary schedule employee shall be placed on the 2002 salary schedule as follows:

<u>Step as of February 28, 2002</u>	<u>Step Placement on the 2002 Salary Schedule</u>
1	1
2	3
3	5
4	7
5	9
6	11
7	13

Effective January 1, 2003, the "D" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2003, eligible employees shall advance one step on the 2003 "D" salary schedule and the first step of the 2003 schedule will then be eliminated.

Effective January 1, 2004, the "D" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2004, eligible employees shall advance one step on the 2004 "D" salary schedule and the first step of the 2004 schedule will then be eliminated.

Effective January 1, 2005, the "D" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2005, eligible employees shall advance one step on the 2005 "D" salary schedule and the first step of the 2005 schedule will then be eliminated.

Effective January 1, 2006, the "D" salary schedule shall be increased 2% across-the-board.

Effective July 1, 2006, eligible employees shall advance one step on the 2006 "D" salary schedule and the first step of the 2006 schedule will then be eliminated.

c. Retroactivity

If the March 1, 2002 salary adjustments cannot be implemented on that date, then each employee covered by this Agreement shall receive a retroactive payment computed upon the difference between his/her base salary effective February 28, 2002 and his/her new base salary effective March 1, 2002 on the 2002 salary schedule for those hours actually compensated, including overtime, if any, running from March 1, 2002 to the time when the new March 1, 2002 base salary adjustments are implemented.

d. Post-Expiration Step Movement on the "S" and "D" Salary Schedules.

If the County and the PBA have not reached a final tentative agreement for a successor to this 2002-06 collective bargaining agreement by June 30, 2007, then those employees who are still eligible for step movement on the "S" and "D" salary schedules shall be

advanced one step on the applicable 2006 salary schedule effective July 1, 2007 and each July 1 thereafter until a successor agreement is in place.

7.2 Salary Schedule Administration

a. When an employee is promoted to a higher grade, the employee will be placed at the same step number of the new grade as he/she occupied in the lower grade immediately prior to the promotion.

7.3 1. In the event of voluntary or involuntary demotion to a lower grade, the employee will be placed at the same step number of the lower grade as he/she occupied in the higher grade immediately prior to the promotion.

2. If a person with permanent Civil Service status at one level is serving provisionally in a higher level, and receives permanent status at a level between his/her current permanent and provisional status, the salary of the item in which he/she has permanent status will be considered the base on which his/her new salary will be determined.

3. If a person who has never achieved permanent status is serving provisionally and receives permanent status at a lower grade, his/her beginning rate at his/her permanent grade will reflect numbers of years service to the County.

4. If a person who has never achieved permanent status is serving provisionally, and receives another provisional appointment in a lower or higher grade, the new provisional appointment will reflect years of service with the County, except that in no case will the higher level step reflect an annual salary greater than that which would be received if the employee was subject to the promotional rule as set forth in ARTICLE VII SALARY, 2-a above.

a. Newly hired employees on the "D" schedule must remain at the first step salary level for at least three (3) months before becoming eligible for any step movement within grade.

b. The Commissioner of Personnel with agreement of the Sheriff, shall place an employee, who is returning within 3 years of termination, as a Deputy Sheriff Patrol, in the same step the employee had at the time of termination of employment from the Oneida County Sheriff's Office. For the purpose of this section any employee returning under this section must have maintained Civil Service and BMP certification or other certifications as required by statute or regulation.

c. The Commissioner of Personnel with agreement of the Sheriff, shall have the authority to place a new employee in a step greater than the hiring rate of the appropriate grade, if the employee meets certain requirements:

1. The employee is a permanent police officer, with at least one year of full-time experience and has completed basic police training. For the purpose of this section employees with more than one (1) year police experience shall be granted one additional step for every one (1) year of experience as a full-time police officer but shall not exceed the fifth step of that grade.

7.4 Longevity

Each employee in the defined negotiating unit shall receive \$100 after the completion of 7 years of service, \$300 after the completion of 10 years of service, \$400 after the completion of 15 years of service, \$500 after the completion of 20 years of service, and \$600 after the completion of 25 years of service. Employees eligible for a longevity payment will

receive the cumulative amount specified in this contract unless such sum is less than the current remuneration. The sum schedule in this contract shall be used when it exceeds the amount an employee is receiving.

7.5 Mileage

a. When an employee must use his/her own vehicle for County business, the County agrees to pay the prevailing IRS rate upon submission of appropriate vouchers.

b. If an employee has to transfer prisoners by over the road vehicle for more than 300 miles one way, then this transfer shall be an overnight detail, if requested by the transferring officer.

c. Any Department member who is scheduled and assigned to attend a Department-approved training school which is more than 200 miles from the Oneida County Law Enforcement Building shall be entitled to spend the night the school holds its last class, providing the class ends after 3:59 PM.

d. When a Department member is traveling to or from an approved training school, and said travel is on other than his/her duty time, the member will be compensated at one and one-half (1.5) times the employee's regular compensation rate (OT or Comp Time) for that time if he/she is operating the vehicle. Department members will car pool whenever possible.

7.6 Shift Differential

Effective 1/1/01, each employee who is regularly scheduled to the "C" and "A" lines or who is scheduled to work on the "C" or "A" lines will be compensated by receiving \$0.50 an hour extra for hours worked on the "C" line and \$0.55 per hour extra for hours worked on the "A" line.

Effective 1/1/03, each employee who is regularly assigned to the "C" and "A" lines or who is scheduled to work on the "C" or "A" lines will be compensated by receiving \$0.60 an hour extra for hours worked on the "C" line and \$0.65 per hour extra for hours worked on the "A" line.

Employees who are regularly scheduled to the "A" or "C" line will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

Any "B" line employee who is not regularly scheduled to work another shift shall receive the aforementioned shift differential pay only for the hours the employee actually worked such scheduled shift.

7.7 Stand-By

Employees who are placed on restricted standby at their home will receive one-half their base hourly rate of pay for each hour or fraction thereof they are on such restricted departmental standby.

7.8 Recall Pay

An employee who, after fulfilling his/her normal tour of duty is recalled back to the Department for additional duty, after returning to his/her home or to another destination with the bona fide intent of ending his/her tour of duty, shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the employee's regular compensation rate, if the employee's total work time including regular duty, vacation and personal leave equals or exceeds forty (40) hours in that work week.

7.9 Court Appearance

Employees required to appear in Court on Department-related business at times other than their regularly scheduled hours shall receive a minimum of three (3) hours pay.

7.10 Pager Coverage

Any employee assigned to carry a department pager on his/her off-duty time will be paid \$300 per annum. Payment to be made on the first payday following December 1st of the calendar year. Prorated payments will be in weekly increment amounts.

7.11 Out-Of-Title Work

a. Any employee assigned by the employer, to fulfill the responsibilities of a higher paying civil service position, may only be assigned while such other person is absent. That employee shall be paid at the higher rate on a per diem basis for all days that he/she is assigned to the higher paying position.

For the purpose of this section, any employee paid in this manner shall be paid in the step in the higher paying position, following the same step movement as if the employee had been promoted. Per diem rates shall be calculated by dividing the appropriate annual salary by 260.

b. Any Deputy Sheriff assigned by the Sheriff as an investigator on a full-time basis, shall be paid at the Sergeant's rate for any days so assigned. For the purpose of this section, any employee paid in this manner must be performing investigative duties during at least 51% of their duty time.

For the purpose of this section, any employee paid in this manner shall be paid in the step in the higher paying position, following the same step movement as if the employee had

been promoted. Per diem rates shall be calculated by dividing the appropriate annual salary by 260.

Prior to the removal of an Investigator who has completed five (5) or more consecutive years of employment as an Investigator, such Investigator shall be given formal notice in writing of the Investigator's performance deficiencies and the corrective action required. Nothing in this paragraph shall limit the Sheriff's right to assign or remove an investigator nor the Association's right of appeal.

7.12 Distribution of Paychecks

Paychecks will be placed in individual envelopes before being distributed to employees.

7.13 Canine Unit Compensation

The County shall compensate by cash, and cash only, each Deputy Sheriff dog handler for a maximum of one hour per calendar day for home care of his/her assigned dog. To the extent practical, such work time shall be scheduled as part of, and not in addition to, the Deputy Sheriff's regularly scheduled workday. Said compensation shall include all care of the dog including but not limited to the feeding, bathing, brushing, training, exercising, grooming, related cleaning of the dog's kennel and transport vehicles, as well as similar activities performed by the Deputy Sheriff at home on workdays as well as on days off duty or during vacation or other leave periods. Said compensation shall also cover all time spent in administering drugs or medicine for illness of the dog as well as any compensable time worked transporting the dog to and from an animal hospital or veterinarian. The Sheriff shall have the sole discretion to determine the number of dogs, and Deputy Sheriffs, if any, to be assigned to the Canine Unit.

ARTICLE VIII
HOURS OF WORK AND WORK WEEK/OVERTIME PAY

8.1 This Article defines the normal hours of work, and establishes the basis for the calculation of overtime pay. It is not, however, a guarantee of hours of work per day, work period, or month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for elsewhere in this Agreement.

8.2 Normal Work Week and Work Day

The normal work week for unit employees shall be a seven (7) day period. The normal workday will consist of eight (8) consecutive hours. The work scheduling practices for non-police officers and those police officers not assigned to the Road Patrol shall continue in accordance with the practices in effect prior to the effective date of this Agreement.

The work schedule for those police officers assigned to the Road Patrol provides in general that each officer shall be regularly assigned to work a total of five (5) eight-hour shifts in a fixed seven (7) day period, which period shall commence on Sunday. As such, the officer shall have two (2) pass days during the particular seven (7) day period. Pass days need not be consecutive.

Any unit employee subject to assignment on shifts or work schedules other than the normal work hours for their department will be notified by lists posted in the proper place at least two (2) weeks in advance. Such schedules may be modified by the Sheriff, department head, or designee in cases of emergency, personnel absences, and other reasonable needs of the Department.

8.3 Overtime Pay

Overtime pay for employees covered by this Agreement shall be at the rate of time and one-half (1½) an employee's regular hourly rate of pay for all hours worked beyond eight (8) hours in a workday, and/or forty (40) hours in a fixed seven (7) day work cycle, such pay to be calculated in fifteen (15) minute segments. "Hours worked" for purposes of this Article shall include paid holidays, vacation hours, paid personal leave, bereavement leave, and compensatory hours off, but shall not include sick leave hours off or any other leave time whether paid or unpaid. The employee shall have the option of receiving his/her overtime pay either in cash or in compensatory time off. Any compensatory time which was elected but not taken by the first of December, shall be converted to pay and paid on the second payday in December.

8.4 Compensation Limitation

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE X
EMPLOYEE ADDRESS AND TELEPHONE NUMBER

It shall be the responsibility of each employee to keep the County informed of his/her current address and telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments and other matters. All employees shall be required, as a condition of continued employment, to obtain and maintain an operating telephone in their place of residence. Newly hired employees shall have sixty (60) days from the date of hire to comply with this requirement. Employee telephone numbers that

are unlisted shall be held in confidence by the County to the greatest extent possible and used for no other purpose than contact by the County.

ARTICLE XI
RETIREMENT

11.1 The County agrees to continue to provide the benefits of Sections 89-a, 89-p, 603-1, 75-g, Article XIV, and Article XV of the New York State Retirement and Social Security Law, whichever plan is appropriate based upon the employee's individual status, for those employees covered by this Agreement. The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

11.2 Effective September 1, 1991, upon retirement, up to 165 days of accumulated but unused sick leave will be applied toward an employee's retirement service credit to the extent permissible under Section 41(j) of the New York State Retirement and Social Security Law.

 Additionally, effective January 1, 2002, the County will pay each retiree, in lump sum, \$100 for each unused, accumulated day of sick leave between 166 days and 180 days, inclusive, at the time of retirement.

ARTICLE XII
LEAVE OF ABSENCE WITH PAY

12.1 Sick Leave

 Effective 1/1/95, it is agreed that each employee in the defined bargaining unit shall earn one day sick leave per month except employees in the "S" Schedule who shall earn 10

days per year. Each employee may accumulate up to a maximum of one hundred eighty (180) working days, subject to limitation by ARTICLE XI - RETIREMENT.

When an employee must be absent on sick leave, the employee is required to notify the Sheriff, department head, or designee at least one (1) hour prior to the start of his/her shift. In the event of a prolonged documented absence due to illness or injury, the employee will be excused from reporting absences on a daily basis. Sick leave credits shall not be granted unless such report is made, but instead shall be considered as unauthorized time off without pay.

The County and the PBA agree that sick leave should be used for legitimate purposes and is not to be abused. Medical certificates will not normally be required to substantiate requests for approval of sick leave for three days or less.

However, in questionable circumstances, such as repetitive taking of sick leave before or after holidays, vacations, personal leave days or pay days, an employee may be required to justify the sick leave of any length of time by providing a medical certificate.

12.2 In addition to sick leave used for personal illness of the employee, the employee may also use no more than four (4) days of his/her accrued sick leave per calendar year to care for an ill relative who resides with the employee, or the employee's mother or father, but only if the employee's presence is reasonably necessary to care for the relative.

12.3 Vacation Schedule

It is agreed that the following vacation schedule shall continue in effect by the County, for the life of this contract.

After one years' service	Five days
After two years' service	Ten days
After five years' service	Fifteen days
After ten years' service	Sixteen days
After eleven years' service	Seventeen days
After twelve years' service	Eighteen days
After thirteen years' service	Nineteen days
After fourteen years' service	Twenty days

The employee shall have the right to carry a maximum of fifteen (15) days vacation from one year into the next year. Vacation to be taken at a time mutually agreeable to the employer and employee.

If the employee is unable to take an approved, scheduled vacation due to the employer modifying the employee's work schedule the employee shall have the option of converting the canceled vacation time to cash, at the rate of eight (8) hours pay for each vacation day times the employee's hourly rate at the time the vacation was scheduled.

12.4 Holidays

The County agrees that each employee shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	*Floating Holidays (2)

*Floating holidays may be taken at a time mutually agreeable to the County and the employee. Floating holidays shall not be arbitrarily or capriciously denied. However, the Sheriff, department head, or designee, shall have the right to limit the number of employees using a floating holiday on any given day according to work requirements and staffing needs.

Newly hired employees hired prior to July 1st of the year of hire shall receive two (2) floating holidays, in the form of compensatory time, at the time of hire for use during the balance of the calendar year of hire. Newly hired employees hired on or after July 1st of the year of hire shall receive one (1) floating holiday, in the form of compensatory time, at the time of hire for use during the balance of the calendar year of hire. Except as qualified above, floating holidays shall be credited, in the form of compensatory time, on January 1st of each year for use during the balance of that calendar year.

When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When the holiday falls on a Saturday, each employee shall receive a day off mutually

agreeable to the employee and his/her department head. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the department head.

a. "Holiday Time"

In the event an employee is required to work on Thanksgiving Day or Christmas Day, that employee shall receive his/her regular holiday pay and compensatory time off at time and one-half (1-1/2) for the holiday hours worked. In the event an employee is required to work on any other above designated traditional holiday, the employee shall receive his/her regular holiday pay and straight compensatory time off for the holiday hours worked. All unused compensatory time as of December 1st of each year will be paid to the employees at their regular rate on the second pay day in December of each year. If an employee wants to carry over compensatory time, into the New Year, then the employee must notify the department prior to December 1st of each year. No employee shall carry over into the New Year more than forty (40) hours compensatory time except for the compensatory time earned in December which will be automatically carried over into the following year.

b. Estate Payment

The County shall pay, to a deceased employee's spouse, or if no spouse to the employee's estate, all of the employee's accrued holiday pay, vacation pay, comp time and any monies other than salary the deceased employee would otherwise be entitled to have received if he/she were alive.

12.5 Personal Leave

Each employee in the defined bargaining unit shall be allowed up to four (4) working days leave per year non-cumulative without any restrictions, upon prior approval of the

department head, and that approval shall not be unreasonably withheld. For purposes of this section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31st each year will be added to the employee's accrued sick leave which will not exceed the maximum of 180 working days.

12.6 Bereavement Leave.

Leaves of absence with pay must be granted by the Administrative Unit Head for a period not to exceed three (3) working days because of death in the employee's immediate family. Immediate family is defined as including spouse, parent, grandparent, spouse's parent, child, brother, sister, legal guardian or foster parent, or a close relative who is an actual member of the employee's household.

ARTICLE XIII
JOB SECURITY

13.1 An employee covered by this Agreement who has successfully completed his/her probationary period shall be subject to the following procedure for disciplinary and discharge matters in lieu of and in place of the procedures specified in Sections 75, 76, and 77 of the Civil Service Law.

13.2 No employee shall be subjected to disciplinary action without just cause.

13.3 Disciplinary action may include written reprimands, suspension, demotion, discharge, loss of paid leave credits, fines, or any combination thereof. A notice of such discipline shall be made in writing and served upon the employee, by personal service, or by registered or certified mail. A copy of the notice of discipline shall also be promptly provided to the Unit President and County Commissioner of Personnel. The specific acts for which

discipline is being imposed and the penalty shall be specified in the notice, and shall include references to dates, times, and places to the extent practicable.

13.4 If the employee disagrees with the disciplinary action, the employee and/or the PBA may submit a grievance at the Stage 3 level of the grievance procedure as specified in Article XX of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the Notice of Discipline will constitute acceptance of the imposed penalty by the employee and the PBA and the matter will be settled in its entirety. Subject to a mutual written agreement between the PBA and the Commissioner of Personnel, the time limit herein above specified may be extended.

13.5 It is expressly understood that the Sheriff or department head shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging disciplinary action, except where the intended penalty consists of a discharge from County employment. In such instance, the discharge will be held in abeyance pending the outcome of the grievance procedure. Nonetheless, nothing herein shall be construed as restricting in any manner the Sheriff's or department head's authority to suspend an employee without pay in contemplation of dismissal where the employee's continued presence in the workplace would, in the County's reasonable judgment, constitute a threat to the safety of persons or property, or the security of County operations, or seriously threaten the maintenance of order and discipline within the workplace.

13.6 An employee shall have the right to be represented in disciplinary matters by a PBA representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. The employee will be

advised of such right of representation in writing prior to any such questioning. In those instances where the penalty to be imposed consists of a discharge or a suspension without pay in excess of five (5) workdays, the employee shall be granted a preliminary hearing with the Sheriff or department head, or his/her designee, prior to service of the Notice of Discipline. The preliminary hearing shall be informal and may be attended by the employee's Union representative if the employee elects to have a representative present, and shall consist of oral notice to the employee of the allegations against him/her and an opportunity to respond orally to said allegations. In any event, nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the County and the employee may waive his/her rights to the procedures outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

13.7 No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

13.8 Counseling Memoranda/Letters of Reprimand

An employee who receives a Counseling Memorandum or Letter of Reprimand must be given the opportunity to initial said letter before it is placed in his/her personnel file, one located with the Commissioner of Personnel and one located with the Sheriff or department head. The employee may respond to said Counseling Memorandum or Letter of Reprimand by written signed response. This response shall be placed in the employee's official personnel files

(as stated above) along with the original Counseling Memorandum or Letter of Reprimand and shall be part of that file for two (2) years from the date of the original memorandum or letter. It shall be the employee's responsibility to request the removal of any memos or letters which are more than two (2) years old.

13.1.1 a. Seniority

Employees will acquire seniority upon the completion of any required probationary period. Seniority will then accrue from the initial date of employment.

b. Seniority Loss

Any employee will lose seniority by discharge, by failure, without a reasonable and valid excuse, to return to work within ten working days of recall, following any authorized absence, or by transfer to a position not covered by this Agreement for a period of three months. No employee will lose seniority when utilizing any provision of the Civil Service Law pertaining to leaves, paid or unpaid and who returns to work in the specified time period.

c. Seniority Application

Departmental seniority will apply to layoff, recall and promotion. The Sheriff or department head shall consider attendance, initiative, job performance and qualifications of the employee, and, where these factors are relatively equal in the opinion of the Sheriff or department head, departmental seniority will prevail. The County, in its discretion, shall determine whether layoffs are necessary. Notwithstanding the above, if it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed solely by the Civil Service Law and the Oneida County Civil Service Rules.

d. The Sheriff or department head shall apply seniority in the preparation of vacation schedules, but only with regard to vacation requests submitted prior to April 1st.

Seniority shall also be considered for transfers between divisions.

e. The employee shall be given at least two weeks notice of any layoff and employees shall be recalled in reverse order of layoff.

f. When a Job Assignment as specified below becomes vacant (non-civil service) within a Division said assignment will be posted with a job description and duties for a period of 14 days. Following the 14 day period applicants will be considered by the Sheriff and Unit head. Selection for the position would be based on experience, knowledge of the assignment, job performance and seniority. The final determination of assignment to be made by the Sheriff. All persons submitting for the position shall be notified in writing of the decision.

Patrol

1. CIU
2. ID
3. Narcotics
4. K-9
5. SATF
6. DARE
7. Warrants

13.1.2 Posting Notices

The Sheriff or designee shall provide the PBA Unit President with a copy of any posting notice or notice of change of assignment or internal transfer, required by this provision of the Agreement at the time of the posting.

ARTICLE XIV
UNIFORM AND MEAL ALLOWANCE

14.1(a) (i) The County shall order and pay for uniforms for personnel required to be uniformed. The County agrees to furnish as soon as practical to each uniformed deputy sheriff a minimum of three (3) complete uniforms, three (3) long sleeve, three (3) short sleeve and three (3) pairs of pants.

(ii) The County will furnish each uniformed telecommunications employee five (5) collared golf shirts bearing the insignia of the Department. There shall be no other required uniform component for telecommunications personnel. However, the County shall have the right to require that the telecommunicators' work attire be appropriate for the work setting as reasonably determined by the Department Head. Telecommunications personnel shall not be eligible for any clothing allowance, or cleaning allowance under Section 14.1(b) below.

(iii) The County shall provide an annual clothing allowance of \$500 for each non-uniformed deputy sheriff. The clothing allowance shall be increased to \$600 beginning with calendar year 2004. The above allowance will be prorated for periods less than six months.

Employees issued uniforms by the County shall not be eligible for a clothing allowance.

14.1(b) Cleaning Allowances

Cleaning will be done by the County through its contractor for all uniformed and plain-clothes employees. Garments to be submitted for cleaning and laundry shall include outer

garments only, including pants, dress shirts, ties, sport or suit jackets, and overcoats. No leather, suede or other perishable materials will be allowed. Cleaning will be for work-clothing of a normal, conservative nature only.

14.2 Meal Allowance

Meal Times and Amounts

The following guidelines will be used to determine the reimbursement times and rates for meal reimbursements.

<u>Meal</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
Time	0200 to 1000	1000 to 1800	1800 to 0200
In-County	\$5.00	\$5.00	\$12.50
Out-of-County	\$10.00	\$10.00	\$20.00

Reimbursement Guidelines

a. Meal Allowance While Guarding Jury

The County agrees to reimburse an employee for meal expenses if that employee is required to guard a jury that is sent to a meal. The County will require that an employee obtain a receipt for the meal and will only reimburse the amount of the meal up to the Meal Reimbursement Rate.

Breakfast \$5.00 Lunch \$5.00 Dinner \$12.50

b. Unable to obtain meal break

Employees who are unable to obtain a meal (i.e., the employee’s detail or assignment prevents him/her from bringing a meal to work or ordering out for food) shall receive a meal allowance as indicated in the above chart.

c. Overtime Meal Allowance

An employee who is working overtime beyond the normally scheduled shift will be entitled to a meal allowance after working three (3) or more hours. The County will require that an employee obtain a receipt for the meal and will only reimburse the amount of the meal up to the Meal Reimbursement Rate.

d. Travel

An employee who is on department business outside of the County overnight, shall receive an allotment for meals at the rate as indicated in the above chart. The number of meals allotted will be determined by the hours and/or days they are out of the County on assigned business. The allotment should be in advance of the trip if possible.

ARTICLE XV
HEALTH INSURANCE COVERAGE

15.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health, hospitalization and dental benefits substantially equivalent to or better than those which existed under the traditional health and dental programs in existence immediately prior to the execution of this Agreement.

Without limiting any of the parties' rights under this Article, the County and the PBA acknowledge that as of the date of the execution of this Agreement: (1) the basic prescription drug plan co-payments under the traditional health plan are \$5 for generic drugs and \$10 for brand name drugs; (2) the annual cash deductible under the traditional health plan is \$100 per person subject to a \$300 maximum per covered family; and (3) the individual maximum major medical benefit level under the traditional health plan is \$100,000 annual/\$1,000,000 lifetime.

15.2 The County shall also offer each employee and his/her eligible dependents the option of participating in a single health maintenance organization (HMO) in lieu of participation in the County's traditional health and prescription drug plan. The HMO will be HMO Blue with \$5/generic and \$10/brand name prescription drug rider. If an employee chooses HMO coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.

15.3 Premium Cost Sharing for Health Benefits (Exclusive of Dental)

Effective no later than March 1, 2001, the County shall assume one-hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984, and eighty percent (80%) of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984 but prior to January 1, 2001, according to coverage category (individual, family or individual and minor dependents), based on the plan selected by the employee. For employees hired on or after January 1, 2001, the County shall assume eighty percent (80%) of the gross premium cost for individual coverage and seventy-five percent (75%) of the gross premium cost for any form of dependent coverage, based on the plan selected by the employee. The employee shall bear the remaining cost of said health benefits.

If an employee is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and receives workers' compensation benefits, the County will continue to contribute its usual share of the gross premium cost for the duration of any authorized leave under Section 71 of the Civil Service Law.

15.4 Premium Cost Sharing for Dental Benefits

Effective no later than March 1, 2001, the County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. The employee shall bear the remaining cost of said dental benefits.

If an employee is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and receives workers' compensation benefits, the County will continue to contribute its usual share of the gross premium cost for the duration of any authorized leave under Section 71 of the Civil Service Law.

15.5 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or benefit levels , or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the union prior to any such change. However, the County will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set

forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement.

Effective 9/1/91, the County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if the employee is not covered by the plan for more than eleven consecutive months. Any employee who is covered as a dependent in the Oneida County Health Insurance Program is not eligible for said lump sum payment. In-lieu waiver forms must be filed by December 31st of the year immediately preceding the year in which the in-lieu payment is sought.

Individual	-	\$300
Individual and minor dependent	-	\$600
Family	-	\$750

15.6 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

15.7 The County and the PBA shall jointly discuss the feasibility of establishing, at no cost to the employee, a flexible spending account benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures to be determined in accordance with IRS regulations, which, if established, may be used for favorable income tax treatment of the

employee's deductibles, coinsurance amounts, other non-reimbursed medical expenses, and dependent care assistance. The decision whether to establish flexible spending accounts shall rest solely with the County.

ARTICLE XVI
EDUCATION AND TRAINING

16.1 **College Level Compensation**

Each employee who achieves 30 graduate credit hours or a Master's Degree will receive \$400 in additional compensation. Each employee who attains a Bachelor's Degree will receive an additional \$300 compensation. Each employee who attains an Associate's Degree will receive an additional \$200 compensation. These amounts are non-cumulative. Payment shall not be made until proofs of degrees granted are submitted to the Sheriff or department head, and the Commissioner of Personnel and approved by same.

16.2 **Absence to Attend Accredited Courses**

Members of the PBA may be authorized absence from work with pay to attend an accredited course in job-related law enforcement at local educational institutions when such course cannot be scheduled during the employee's off duty hours. Such absence must be approved in advance by the Sheriff. Staffing needs of the Sheriff's Department will be among the factors upon which approvals will be granted or rejected. Management reserves the right to make the final decision in applicable cases.

16.3 **In-Service Training**

Scheduled in-service training, when conducted during an employee's off-duty hours, will be recognized by granting overtime pay or compensatory time.

ARTICLE XVII
EDUCATIONAL REIMBURSEMENT

Employees who wish to take job-related courses at any college in the SUNY system, or at Utica College, may be reimbursed for same under the conditions outlined below. Reimbursement is limited to Associate's and Bachelor's Degree level courses only. Graduate level courses are not eligible for reimbursement.

The County agrees to pay up to a total of two hundred forty dollars (\$240) for three credit hour courses or eighty dollars (\$80) per credit hour, but in no event more than two hundred forty dollars per semester per applicant, or more than eighty dollars (\$80) per credit hour.

The County agrees to support up to a maximum of twenty (20) three-credit hour courses per semester or a total of sixty (60) hours per semester. An employee must have the approval of the Department Head or his/her designee as to the job-related status of the course, with final approval or disapproval by the County Executive. The County agrees to pay the employee upon presentation of proof of successful completion of the course and paid receipt from the college. All courses will be taken outside the employee's normal working hours. The County Personnel Office will administer this program and establish procedures to be followed.

ARTICLE XVIII
LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall consist of the SHERIFF, the UNDERSHERIFF, ASSOCIATION PRESIDENT, ASSOCIATION VICE PRESIDENT, or their designees, and one (1) person from each division to be designated by the PBA, and each DIVISION COMMANDER. The Committee shall meet at least on a quarterly basis.

ARTICLE XIX
REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

The County shall pay for an employee's eyeglasses, dentures, watches and personal clothing or authorized personal property damaged or destroyed while engaged in the performance of his/her duties during his/her on-duty hours. Such payment shall be made only after a written report to the Sheriff including documentation of facts and the value of the damaged or destroyed property.

Any employee who is reimbursed hereunder through insurance litigation or otherwise shall be required to reimburse the County for any payment made to said employee by the County.

Reimbursement shall be computed according to the following formula:

One-half ($\frac{1}{2}$) the difference arrived at by subtracting the market value of the damaged or destroyed property at the time of damage, from the current replacement value; PLUS

The market value of the damaged or destroyed property at the time of such damage or destruction.

Market value of the property will be determined through mutual agreement between the Sheriff and the employee filing such claim for reimbursement, or through mutual consultation with an individual qualified to appraise the damaged or destroyed property.

To illustrate the calculation of the amount which would be paid under the formula stated above, the following example is given:

Example: Watch purchased in 1995 for \$100 damaged beyond repair in 2001. Jeweler stated value of watch to have been \$60 immediately prior to being damaged. 2001 cost of new watch, same model is \$120.

Replacement Value	\$120.00
LESS Market Value at Time of Damage	\$ 60.00
Difference	\$ 60.00

County would pay market value (\$60) plus half the difference (one-half of \$60), or a total of \$90.00.

ARTICLE XX
GRIEVANCE AND ARBITRATION PROCEDURE

20.1 Definitions.

The term "employee" shall mean and include all of the employees of the County of Oneida employed in this respective bargaining unit, in full-time budgeted positions.

The term "immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the Department wherein the grievance exists, and who normally assigns and supervises the employee's work and approves his/her time records and evaluates his/her work performance.

The term "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 in which actions must be taken or notice given within the terms of this provision.

20.2 Declaration of Basic Principles

Every employee shall have the right to present his/her grievance free of coercion, restraint, harassment, discrimination or reprisal and shall have the right to be represented by any collective bargaining representative at all stages of the grievance procedure, should his/her designated representative not be available, subject to the limits as set forth in ARTICLE XIII -

JOB SECURITY. Further, it is understood and agreed that the respective parties hereto shall make a sincere and determined effort to settle all matters of dispute, in a responsible manner.

20.3 Past Practice

All benefits and rights heretofore provided and condoned by the employer, which are not specifically modified or abridged by terms of this Agreement, shall continue in effect during the life of this Agreement. Any changes in the law that require the employer to modify a past practice as defined above will not be subject to this clause.

20.4 Grievance Definition

A grievance is defined as a claimed violation, misinterpretation, or inequitable application of this Agreement or the discipline or discharge of an employee for any reason other than just cause or the alleged violation of any rules or regulations which are or may be promulgated by the County and/or the Sheriff, the violation of which may subject an employee to discipline, termination or dismissal, subject to the limits as set forth in ARTICLE XIII - JOB SECURITY. Notwithstanding this or any other provision of this Agreement, any newly hired employee covered by this Agreement working in an original probationary status may be discharged at the sole discretion of the County and shall not have the right to challenge such discharge pursuant to the grievance and arbitration procedure contained herein.

20.5 Grievance Procedure

First Stage

(a) Any employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, orally, within five (5) days after either the grievance

occurs, or within five (5) days after the employee has actual knowledge of the act or omission complained of, whichever occurs first.

(b) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate, all on an informal basis.

(c) Within three (3) days after presentation of the oral grievance to him/her, the immediate supervisor shall make a decision with respect to the grievance, and shall communicate his/her decision, orally, to the employee involved.

Second Stage

(a) If either the employee be not satisfied with the decision of his/her immediate supervisor, or if in the event his/her immediate supervisor does not issue and orally communicate his/her decision to the employee within the mandatory three (3) day time limit, the employee shall, within five (5) days thereafter submit his/her grievance, in writing, to a union steward who must then deliver the written grievance to the employee's immediate supervisor within two (2) days of receipt of the grievance. The steward shall attempt to resolve the grievance with the employee's immediate supervisor and in the event that the steward and the immediate supervisor are unable to agree on a settlement mutually satisfactory to all parties concerned, the immediate supervisor within five (5) days of the receipt of the written grievance shall issue a written decision and communicate same to the employee and the steward involved.

Third Stage

(a) If either the employee be not satisfied with the written decision of his/her immediate supervisor, or in the event that the immediate supervisor does not issue a written decision, the employee shall submit his/her written grievance, within two (2) days thereafter, to

the Sheriff/department head or his/her designee who may, at the request of the employee, hold a hearing within fifteen (15) days of receiving the written grievance from the employee, said hearing shall be informal and the employee and his/her representative, if any, shall be allowed to appear at the hearing and present oral and written statements or arguments before the Sheriff/department head or his/her designee.

(b) Within ten (10) days after the close of the hearing or within fifteen (15) days after the grievance has been submitted to the Sheriff/department head if there is no hearing, the Sheriff/department head or his/her designee shall issue his/her decision in writing, and shall communicate same to the employee filing the grievance, and to the steward.

Appellate Stage

(a) In the event the grievance is not satisfactorily resolved through the initial stages of the grievance procedure, the PBA, and only the PBA, may proceed and shall within ten (10) working days after the Sheriff's or department head's written decision, or within ten (10) days after the time within which the Sheriff or department head should have issued a written decision, notify the Sheriff or department head, in writing, that it desires to have an arbitrator hear the matter. The County and the PBA will select the arbitrator from lists submitted to them by PERB. The selection of the arbitrator and the arbitration proceeding shall be conducted in accordance with the then current PERB rules for voluntary grievance arbitration. If arbitration is not requested as set forth in this Stage, it shall be deemed waived, and the grievance resolved on the basis of the response of the Sheriff or department head at Stage 3.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine

the issue(s) raised by the grievance, if the parties are unable to stipulate the issue(s). The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the employer, the PBA, and the employees covered by this Agreement.

(b) Costs, fees or expenses of the arbitrator, if any, will be borne by the losing party.

(c) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion(s) on the issue(s).

ARTICLE XXI **ACCESS TO PERSONNEL RECORDS**

21.1 An employee shall have the right to review his/her personnel records, that are on file in the Sheriff's Department (or other official location), within five (5) days of having made a written request to the Sheriff/department head. The employee may request a copy of all or any part of the records contained in the personnel file.

21.2 The official personnel records will only consist of those records contained in the personnel file in the Office of Commissioner of Personnel and only those records contained in the personnel file in the Office of Sheriff of Oneida County. For the purpose of this section secondary locations of records in the Office of the Commissioner of Personnel or Sheriff shall not be included in the Official Personnel records.

ARTICLE XXII
REVIEW OF REALLOCATION AND RECLASSIFICATION

The County agrees to review reallocation and reclassification of titles within the defined unit. A committee shall be appointed by the County Executive to which the Association may bring its requests for reallocation and reclassification and the said committee shall review and present its recommendations to the County Executive within thirty (30) days after receipt of same from the PBA. The County Executive may, within thirty days after receipt of the committee's recommendations present his recommendations to the Board of Legislators. The committee and the County Executive shall notify the PBA of the recommendations they intend to present to the Board of Legislators and reasons for not making any recommendations if such is the case. The County Executive shall also advise the PBA of the date on which he intends to present his recommendations to the Board of Legislators.

The Reallocation and Reclassification Committee will be composed of three members: two members from the County management and one from the bargaining unit. The PBA will designate the member from the bargaining unit. The County members will be designated by the County Executive. The County Executive will give serious consideration to any recommendation made by this committee.

ARTICLE XXIII
GENERAL CONSIDERATIONS

23.1 No article or section of this Agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial Conference of the State of New York, or any other law, local, state or federal.

23.2 It is agreed that all the benefits employees had prior to entering into this Agreement shall be retained unless specifically abridged, modified, delegated or granted within this Agreement.

23.3 In the event that any article or section of this Agreement will be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions. It is further agreed that the parties to this contract will meet within thirty (30) days to negotiate negated clauses.

23.4 Neither party to this Agreement shall make or attempt to make any alterations, modification, change or variation in any of the items expressly and specifically covered by this Agreement without written mutual consent.

23.5 Soliciting

No employee will engage in on-duty soliciting without the express written permission of the Sheriff or department head. It is required that the rules and regulations of the Sheriff's Department be followed with respect to soliciting while in uniform.

ARTICLE XXIV
LEGISLATIVE APPROVAL

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

ARTICLE XXV
LENGTH OF AGREEMENT

25.1 This agreement is effective January 1, 2002 and shall terminate at the close of business on December 31, 2006.

THE COUNTY OF ONEIDA

ONEIDA COUNTY SHERIFF'S
DEPUTIES' POLICE BENEVOLENT
ASSOCIATION

By: _____
COUNTY EXECUTIVE

By: _____
PRESIDENT

Date: _____

Date: _____

ONEIDA COUNTY SHERIFF

By: _____
SHERIFF

Date: _____

APPENDIX A

Title	Grade	Grade Schedule
Deputy Sheriff Lieutenant (Technical)	3	S
Deputy Sheriff Patrol	0	S
Deputy Sheriff Patrol	1	S
Deputy Sheriff Sergeant	2	S
Deputy Sheriff Captain	4	S
Deputy Sheriff Lieutenant	3	S
Dispatcher Sheriff	1	S
Principal Clerk	21	D
Public Safety Telecommunicator	21	D
Radio Dispatcher Supervisor	2	S
Senior Clerk	14	D
Senior Public Safety Telecommunicator	23	D
Supervising Public Safety Telecommunicator	25	D
Typist	13	D