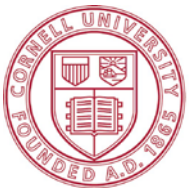

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Union: **New York State Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO**

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GEN/9046

AGREEMENT

between

COUNTY OF ONEIDA AND ONEIDA COUNTY SHERIFF

and

RECEIVED
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ONEIDA COUNTY ATTORNEY

ONEIDA COUNTY SHERIFF'S DEPARTMENT EMPLOYEES LOCAL 1249 AND NEW YORK STATE LAW ENFORCEMENT OFFICERS UNION, COUNCIL 82

of the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

FOR THE PERIOD

June 1, 2004 – December 31, 2010

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Cashier
Central Stores Clerk

Clerk
Clerk/Typist
Cook
Correction Service Aide
Court Attendant
Court Security Officer
Data Entry Machine Operator
Electrician
Head Automotive Mechanic
Head Cook
Laborer
Laundry Worker
Library Clerk
Medical Records Clerk
Payroll Clerk
Principal Account Clerk
Principal Clerk
Principal Stenographer
Principal Typist
Senior Account Clerk
Senior Account Clerk/Typist
Senior Clerk
Senior Payroll Clerk
Senior Stenographer
Senior Typist
Stenographer
Storekeeper
Supervising Court Attendant
Telephone Operator
Typist
Correction Officer - Spanish Speaking
Correction Officer
Correction Officer - Sergeant
Correction Officer - Lieutenant
Correction Officer - Captain
Deputy Sheriff - Civil
Deputy Sheriff - Sergeant
Deputy Sheriff - Lieutenant
Deputy Sheriff - Captain

Term of Agreement: January 1, 2004- December 31, 2010

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

The County recognizes the Oneida County Sheriff's Department Employees Local 1249 of Council 82, AFSCME, AFL-CIO, (hereinafter referred to as Local 1249), 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 holding a budgeted, regular full-time position in a title reflected in below. All part-time, temporary, seasonal and casual employees shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified as defined by the Oneida County Civil Service Rules shall be excluded from the bargaining unit. All other County officers and employees not listed below shall be excluded from the bargaining unit.

TITLES INCLUDED IN THE BARGAINING UNIT

Account Clerk
Accounting Supervisor
Administrative Assistant
Alternative to Incarceration Job Site Supervisor
Alternative to Incarceration Work Order Coordinator
Auto Mechanic
Building Maintenance Helper
Building Maintenance Mechanic
Building Maintenance Worker
Building Superintendent
Buyer

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.

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 Local 1249. The Local 1249 shall notify the County by certified mail of any changes in the amount of uniform dues to be deducted. The deductions shall be remitted to Law Enforcement Officers Union Council 82, 63 Colvin Avenue, Albany, New York 12206.

(b). Agency Fee. Subject to the provisions of Section 208(3)(b) of the Civil Service Law, 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 Local 1249, an amount equivalent to the Local 1249 dues that are authorized, levied and collected from the general membership. Such agency fee payors shall have available through the Local 1249 a fair and equitable refund procedure for amounts of the agency fee which represent the employee's pro rata share of expenditures by the Local 1249 in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

(c). The Local 1249 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 Local 1249 shall be voluntary, but since both parties to this Agreement recognize that a strong and active Local 1249 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 Local 1249 or because of any lawful activities on behalf of the Local 1249 and its sole members which activities do not seriously conflict with or curtail the employees' work duties.

5.3 Local 1249 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. Local 1249 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 Local 1249 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 representatives of the Local 1249 shall have the right to visit the employees on the job as cited in the prior sections of this Agreement. The name of the Local 1249's representative(s) 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 Local 1249 may from time to time have a need to attend a Board meeting of the Local 1249. 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 seven (7) representatives of the Local 1249 who are regular County employees, but no more than one (1) representative at a time, and the Chief Steward of the Local 1249, time while on the job to resolve any particular Local 1249 grievance or 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 grievances. The Local 1249 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 Local 1249 who are regular County employees time while on the job to negotiate future agreements.

5.8 The County agrees that it will pay and allow the Union a maximum of twenty (20) man days leave with pay, without reduction in sick time or vacation time for officers or members of the Union designated by the President of the Local 1249 to attend statewide conferences, meetings, seminars or other organized activities. In addition, the President of the Union shall be entitled to one (1) day off with pay each month, on a non-cumulative basis, to attend to Union matters. For purposes of this section, the Local 1249 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.

5.9 The above rights of Local 1249 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, Local 1249 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 ("C", "J" and "RNS").

a. Civilian "C" Schedule - This schedule covers all members of the bargaining unit who perform civilian duties.

b. Correction Officers/Civil Deputies "J" Schedule - This schedule covers all members of the bargaining unit not covered by the "C" or "RNS" schedule.

c. Registered Nurses assigned to the Correction Facility will be paid according to the attached "RNS" Schedule.

7.1.1 Unit members shall be placed on the applicable 2004-2010 salary schedules, and advance thereon, in accordance with the following rules:

Effective January 1, 2002, the Cadet and Senior Cadet salary rates will be eliminated from the "J" schedule. Thereafter, each Grade 1J employee will be paid a training/hiring rate salary equal to 85% of the Step 1 salary of said grade until the employee successfully completes six (6) months of employment in the bargaining unit, or successfully completes his/her basic corrections or civil deputy training, whichever comes first. The employee shall then be advanced to the Step 1 level of Grade 1J.

Upon ratification of this agreement, the July 2003 "J", "C", and "RNS" salary schedules shall be increased 2% across-the-board retroactively for the January 1, 2004 through December 31, 2004 work year.

Upon ratification of this agreement, the July 2004 "J", "C", and "RNS" salary schedules shall be increased 2% across-the-board retroactively for the January 1, 2005 through December 31, 2005 work year.

Upon ratification of this agreement, the July 2005 "J", "C", and "RNS" salary schedules shall be increased 2% across-the-board retroactively and prospectively for the January 1, 2006 through December 31, 2006 work year.

On January 1, 2007, the July 2006 "J", "C" and "RNS" salary schedules shall be increased 2% across-the-board for the January 1, 2007 through December 31, 2007 work year.

On January 1, 2008, the July 2007 "J", "C" and "RNS" salary schedules shall be increased 2.5% across-the-board for the January 1, 2008 through December 31, 2008 work year.

On January 1, 2009, the July 2008 "J", "C" and "RNS" salary schedules shall be increased 2.5% across-the-board for the January 1, 2009 through December 31, 2009 work year.

On January 1, 2010, the July 2009 "J", "C" and "RNS" salary schedules shall be increased 2.5% across-the-board for the January 1, 2010 through December 31, 2010 work year.

In July of each year of this agreement and subsequent to the expiration of the agreement all employees eligible for step movement will advance on step on the applicable pay scale for the affected employee.

The above base salary increases shall only be added for members covered by this agreement that are eligible for step movement in July of that calendar year.

For members who are not or were not eligible for step movement in July of a calendar year, a three percent (3%) increase shall be applied to the members' base salary on January 1 of that calendar year. This provision shall be retroactive to January 1, 2004 and will remain in effect throughout the remainder of the January 1, 2004 through December 31, 2010 agreement. All the increases for employees "off the schedule" shall be sunsetted on December 31, 2010.

D. Retroactivity - Each employee covered by this Agreement who is still on the County's active payroll as of the beginning of the first full payroll period immediately following the ratification of this Agreement by the Oneida County Legislature shall receive a retroactive payment computed upon the difference between his/her new base salary level(s) effective January 1, 2004 and thereafter, and those hours or periods actually compensated, including overtime, if any, running from January 1, 2004 to the time when the new base salary adjustments under the Agreement are implemented.

E. Post-Expiration Step Movement on the "J", "C" and "R" Salary Schedules – If the County and Local 1249 have not reached a final tentative agreement for a successor to this 2004-2010 collective bargaining agreement by June 20, 2010, then those employees who are still eligible for step movement on the "J", "C" and "R" salary schedules shall be advanced one step on the applicable 2010 salary schedule effective July 1, 2010 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 move to the same step in the new grade that the employee was in at the lower grade.

7.3 a. In the event of voluntary or involuntary demotion to a lower grade, the employee will be placed at the same step of the lower grade that the employee presently occupied at the higher grade.

b. 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.

c. 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.

d. 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.

1. Newly hired employees on the "C" and "R" salary schedules must remain at the initial hiring Step level for at least three (3) months before becoming eligible for any step movement within grade.
2. The Commissioner of Personnel with agreement of the Sheriff, shall place an employee, who is returning within three (3) years of termination, as a Deputy Sheriff/Civil or Correction Officer, in the same step the employee had at the time of termination of employment from the Oneida County Sheriff's Department. 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.
3. The Commissioner of Personnel, with agreement of the Sheriff, shall have the authority to place a new unit employee in a step greater than the hiring rate of the appropriate grade subject to any of the following requirements:

    i. The employee is a permanent Correction Officer or Deputy Sheriff Civil Officer, with at least one (1) year of full-time experience and has completed basic training. For the purpose of this section, employees with more than one (1) year Correction Officer or Deputy Sheriff Civil Officer experience shall be granted one (1) additional step for every one (1) year of experience as a full-time Correction Officer

or Deputy Sheriff Civil Officer, but shall not exceed Step 5 of that grade.

ii. When the Sheriff demonstrates severe and continued recruitment difficulty for an "R" salary schedule job title, the

starting salary of that job may be increased on either a temporary or permanent basis. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any existing employee in such job title whose salary is less than that of the new starting salary shall receive a salary increase to the level of the new starting salary.

7.4 Longevity

Effective upon ratification of this agreement, each employee in the defined negotiating unit shall receive $100 after the completion of seven (7) years of service, $300 after the completion of ten (10) years of service, $400 after the completion of fifteen (15) years of service, $1100 after the completion of twenty (20) 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 three hundred (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 two hundred (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 3:59PM.

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 – 1/2) 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 January 1, 2002, 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 $.55 per hour extra for hours worked on the "C" line and $.60 per hour extra for hours worked on the "A" lines. Effective January 1, 2003, each employee who is regularly assigned to the "C" and "A" lines or who is scheduled to work on the "C" and "A" lines will be compensated by receiving $.60 per hour extra for hours worked on the "C" line and $.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 Standby

Employees who are placed on restricted standby at their home will receive one-half (1/2) 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 during, or contiguous to, 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 is to be made 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, in writing, by the Sheriff or his designee 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.

7.12 Distribution of Paychecks

Paychecks will be placed in individual envelopes before being distributed to employees. Upon the advance request of an employee, and subject to approval of the Sheriff or his designee, the employee's paycheck may be distributed to a relative or co-worker. The relative or co-worker shall be required to provide identification and to sign a receipt for the employee's paycheck. It is understood that the County assumes no liability, and shall be held harmless, in the event the relative or co-worker absconds with the paycheck.

7.13 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 VIII

HOURS OF WORK AND WORK WEEK

8.1 This Article defines the normal hours of work, and establishes the basis for the calculation of overtime pay. The normal work week for unit employees shall be a seven (7) day period starting on Thursday and ending on Wednesday and consist of five (5) consecutive workdays and two (2) consecutive pass days during each seven (7) day period. The normal workday will consist of eight (8) hours, inclusive of a thirty (30) minute paid meal period. The County agrees that the work week and work day, as

defined in this paragraph, shall not be modified, changed or amended without written mutual agreement of the parties.

8.2 Any County employees 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 Department Head in cases of emergency, personal absences and other reasonable needs of the Department.

ARTICLE IX
OVERTIME PAY

9.1 a. Each employee shall receive one and one-half (1 1/2) times his/her straight hourly rate for all work over eight (8) hours per day and/or forty (40) hours per week. Each employee shall have the option of receiving his/her time and his/her pay either in cash or in compensatory time off and if he/she chooses compensatory time off, the employee shall receive one and one-half (1 ½) hours off for each hour of overtime worked. Any overtime compensatory time which was elected but not taken by the end of the first pay date period in November shall be converted to cash and paid out to the employee at his/her regular hourly rate in the paycheck covering the first pay date in December.

b. Effective with calendar year 2003, in September of 2003, and in May of each year thereafter, each employee shall also be afforded an opportunity to convert some or all of the employee's then accrued compensatory time under any provision of this Article to a monetary payment to the employee for such time, such payment to be included in the employee's regular paycheck for the first full pay period in June. To take advantage of this opportunity, the employee must deliver by September 30th in 2003, and by May 31st each year thereafter, a written election to the County, on a standard form to be promulgated by the County.

9.2 All paid time off will be considered as time worked for the purposes of calculating overtime. Such time will include, but not be limited to, vacation, holiday, compensatory time and bereavement leave. Worker's Compensation, 207(c), or sick leave will be excluded from counting as time worked for the purpose of this article.

9.3 An employee who is not scheduled to work Thanksgiving, Christmas or New Year's Day, but who is called into work and does work on any of these holidays, will be compensated at one and one-half (1 ½) times the employee's regular compensation rate for all time worked on these holidays with a guaranteed minimum of four (4) hours pay.

9.4 Overtime assignments for the Corrections Division, both voluntary and mandatory, shall be distributed as equally as practical among the qualified employees of the Division, by shift and/or unit and appropriate titles, according to seniority in accordance with a jointly developed Departmental policy and procedure, number CD 02-08-03D, concerning this issue.

ARTICLE X
RETIREMENT

10.1 The County agrees to provide the benefits of Section 89-a, 89-p, 603-L, 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.

10.2 Effective 9/1/91, upon retirement, one hundred sixty-five (165) days of accumulated sick leave will be applied toward an employee's retirement in accordance with Section 41-(j) of the laws pertaining to the New York State Retirement System. Accumulated sick leave between one hundred sixty-five (165) days and one hundred eighty (180) days will result in the retiring employee receiving the following lump sum payment:

166 days	$ .70
167 days	$ 130
168 days	$ 200
169 days	$ 270
170 days	$ 330
171 days	$ 400
172 days	$ 470
173 days	$ 530
174 days	$ 600
175 days	$ 670

176 days	$ 730
177 days	$ 800
178 days	$ 870
179 days	$ 930
180 days	$1,000 (maximum)

ARTICLE XI
LEAVE OF ABSENCE WITH PAY

11.1 Sick Leave

Effective September 1, 1995, it is agreed that each employee in the defined bargaining unit shall earn one (1) day sick leave per month except employees in the "J" Schedule who shall earn ten (10) days per year. Each employee may accumulate up to a maximum of one hundred eighty (180) working days, subject to limitation by Article X, Retirement.

The County and the LOCAL 1249 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 (3) 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.

Effective upon ratification of this agreement by both the County and Local 1249, 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.

11.2 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 (1) year's service	Five (5) days
After two (2) year's service	Ten (10) days

After five (5) year's service	Fifteen (15) days
After ten (10) year's service	Sixteen (16) days
After eleven (11) year's service	Seventeen (17) days
After twelve (12) year's service	Eighteen (18) days
After thirteen (13) year's service	Nineteen (19) days
After fourteen (14) year's service	Twenty (20) 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 cancelled 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.

11.3 Holidays

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday*	Election Day**
Washington's Birthday*	Veteran's Day
Good Friday**	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

*Effective 1/1/96, "J" schedule employees shall observe these holidays, while "C" schedule employees will not observe these holidays but will observe President's Day.

** Effective December 31, 2003, Good Friday and Election Day will be replaced with two (2) floating holidays.

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. Personnel who are required to work on any of the above holidays as part of their regularly scheduled workweek, with the exception of Thanksgiving, the day after Thanksgiving and Christmas Day, shall receive a day off with pay mutually agreeable to the Department Head and the employee. 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"

Effective December 31, 2003, newly hired employees hired prior to July 1st of the year of hire shall receive two (2) floating holidays 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 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 on January 1st of each year for use during the balance of that calendar year.

All employees who are regularly scheduled to work on the above designated holidays, with the exception of floating holidays, Thanksgiving Day, and the day after Thanksgiving, will be credited with compensatory time for the appropriate number of hours earned. Floating holidays, and holiday compensatory time, may be taken at a time mutually agreeable to the County and the employee. Floating holidays and holiday compensatory time shall not be denied arbitrarily or capriciously. However, the Sheriff, or designee, shall have the sole discretion to limit the number of employees using a floating holiday or holiday compensatory time on any given day according to work requirements, staffing needs, or other legitimate factors.

All employees who are regularly scheduled to work on Thanksgiving Day or the Day after Thanksgiving, shall receive double time pay for the holiday. An employee who works Thanksgiving Day or the day after Thanksgiving Day will not be credited with eight hours of holiday compensatory time.

All unused holiday compensatory time not taken by the end of the first pay date in November shall be converted to cash and paid out to the employee at his/her regular hourly rate in the paycheck covering the first pay date in December. If an employee wants to carry over holiday compensatory time into the new year, then the employee must notify the Sheriff, or his designee, no later than the end of the first pay period in November. Effective upon the ratification of this agreement, no employee shall carry over into the new year more than one hundred and twenty (120) hours of compensatory time.

Effective with calendar year 2003, and in May and September of each year thereafter, each employee shall also be afforded an opportunity to convert some or all of the employee's then accrued compensatory time under any provision of this Article to

a monetary payment to the employee for such time, such payment to be included in the employee's regular paycheck for the first full pay period in June and October of each year. To take advantage of this opportunity, the employee must deliver by May 31st and by September 30th of each year thereafter, a written election to the County, on a standard form to be promulgated by the County.

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.

11.4 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 one hundred and eighty (180) working days.

11.5 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, grandchild, legal guardian or foster parent, or a close relative who is an actual member of the employee's household.

ARTICLE XII
JOB SECURITY

12.1 Seniority

a. Seniority Defined

Employees will acquire seniority upon the successful completion of any required probationary period. Seniority will then date from the initial date of continuous permanent employment in the bargaining unit regardless of length of time in job title. If two (2) or more employees in the same job title have the same seniority date, and if

they were appointed to such title from the same from the same civil service eligible list, then their ranking on the civil service eligible list will establish their order of placement on the seniority list. If two (2) or more employees not in the same job title have the same seniority date, then their order of placement on the seniority list will be determined alphabetically.

Effective upon ratification of the Agreement by both the Local and the County, seniority will date from the initial date of an employee's continuous employment (permanent, contingent permanent, provisional, or any combination thereof) in the bargaining unit regardless of length of time in job title.

b. Seniority Loss

Any employee will lose seniority by: (1) resignation, retirement, or discharge; or (2) by failure without a reasonable and valid excuse to return to work within ten (10) working days of recall following any authorized absence; or (3) by transfer to a position not covered by this Agreement for a period of at least three (3) months. No employee will lose seniority who returns to work within one year.

c. Seniority Application

i. The County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, the layoff ad recall rights of competitive class employees shall be governed solely by the Civil Service Law and the Oneida County Civil Service Rules. Department seniority will determine the layoff and recall rights of non-competitive and labor class employees. The employee shall be given at least two (2) weeks notice of any layoff and employees shall be recalled in reverse order of layoff.

ii. Seniority shall also be considered in the preparation of vacation schedules for vacation requests submitted prior to April 1st of the calendar year for which vacation is requested. Vacation requests submitted after April 1st shall be treated on an individual basis by the Sheriff, or designee, with due regard given to the staffing and operating needs of the Department.

ii. With regard to the determination of an employee's pass days and shift assignments of unit employees within job classifications the Sheriff, or designee, shall grant pass days shift assignments based upon the employee's seniority.

With regard to transfers between divisions, and promotions, the Sheriff, or designee, shall give consideration to the employee's seniority,

overall work performance, evaluations, skills any time and attendance problems previously brought to the employee's attention, and prior disciplinary actions, if any, and where these factors are, among the employees concerned, relatively equal in the sole opinion of the Sheriff, or designee, then seniority, as defined in Article 12.2(a) above, shall govern. This provision shall apply prospectively only.

Notwithstanding this, the Sheriff, or designee, shall be authorized to maintain a balance of experienced Correction Officers on each shift. For purposes of this provision, the term "experienced employees" shall be defined as those employees who have at least three (3) years' departmental work experience as a Correction Officer.

iv. When a bid post assignment as specified below becomes vacant (non-Civil Service) within a Division, and the Sheriff, or designee, determines to fill the assignment, said assignment will be posted with a job description and duties for a period of fourteen (14) days:

Corrections	Civil
Records	Warrants
All Control Towers	
Booking	Court
Commissary/Supply	Court Attendant
Medical Unit Security	Court Security Officer
Transport	
Visitation	
Programs	
Classification	
Property	
C.N.Y. Psychiatric Center	

Following the fourteen (14) day period, applicants will be considered by the Sheriff, and/or designee. The employee's seniority, overall work performance, evaluations, skills, any time and attendance problems previously brought to the employee's attention, and prior disciplinary actions, if any, will be the factors considered with regard to the assignment, and where these factors are, among the employees concerned, relatively equal in the sole opinion of the Sheriff, or designee, then seniority,

as defined in Article 12.1(a) above, shall govern. This provision shall apply prospectively only.

Once an assignment is made and the employee has demonstrated proficiency in the new assignment, the employee shall generally not be removed from the new assignment by the Sheriff, or designee, absent good and compelling reasons associated with the staffing and operating needs of the Department including but not limited to the documented disciplinary record of the employee.

vi. Bid positions that require temporary additional staff must be posted in accordance with this article, prior to assignment of staff. For the purposes of this provision, temporary shall be defined as upon notification that an employee will be out more than thirty (30) days or six weeks continuously.

ARTICLE XIII
UNIFORM AND MEAL ALLOWANCE

13.1 a. The County shall order and pay for uniforms for personnel required to be uniformed. The Employer agrees to furnish as soon as practicable to each uniformed person a minimum of three (3) complete uniforms, three (3) long sleeve, three (3) short sleeve, three (3) pairs of pants and one (1) pair of work boots or work shoes.

Effective January 1, 2006, the County shall provide an annual clothing allowance of $600, for each non-uniformed deputy sheriff. Effective January 1, 2008, this payment shall be increased to $700, for each non-uniformed deputy sheriff. Each correction officer assigned to Central New York Psychiatric Center shall also receive the $600 and/or $700 clothing allowance. The above allowance will be prorated for periods less than six (6) months. Employees issued uniforms by the Employer shall not be eligible for a clothing allowance, except those employees working at Central New York Psychiatric Center.

b. Cleaning Allowance

Cleaning will be done by the County through its contractor for all uniformed and plain-clothes employees, except for employees assigned to the Central New York Psychiatric Center on a regular full-time basis. Those employees at Central New York Psychiatric Center who will not have the cleaning and laundry service available to them will receive a $250 cleaning allowance.

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 perishable materials will be allowed. Cleaning will be for work clothing of a normal, conservative nature only.

13.2 Meal Allowance

Correction Facility Meals - The County agrees to provide meals at no cost only to those Sheriff's Department employees who are working within the correctional facility, through the Contractual Food Service Agent. The Correction employees must be on duty at the scheduled meal time in order to qualify for this meal, which will be the standard meal provided to the residents. Correction employees may receive either a standard meal as provided for the inmates or they may elect to receive a salad.

An area will be set aside in the correctional facility for Correction's staff to eat their meals out of the Jail-proper for one-half (1/2) hour, with no interruptions except for emergencies.

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

Meal	Breakfast	Lunch	Dinner
Time	0200 to 1000	1000 to 1800	1800 to 0200
In-County	$ 5.00	$ 7.00	$15.00
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 legitimate meal expenses if that employee is required to guard a jury that is sent to a meal.

Breakfast - $5.00 Lunch - $5.00 Dinner - $12.50

b. Unable to Obtain Meal Break

Employees who are unable to obtain their normal meal break because of their assignment or detail shall receive straight compensatory time of one-half (1/2) hours for such additional time worked.

c. Overtime Meal Allowance

An employee who is working overtime beyond the normally scheduled shift will be entitled to a meal allowance for actual expenses incurred up to Article 13.2 rate after working three (3) or more hours. The employee will be required to produce a receipt if the actual expense exceeds $5.00.

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 XIV
HEALTH INSURANCE COVERAGE

14.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health, hospitalization and dental benefits which when viewed as a whole are substantially equivalent to or better than those which existed under the traditional health and dental programs in existence immediately prior to the execution of the Agreement. However, group health and hospitalization benefits shall only be compared with group health and hospitalization benefits. Similarly, dental benefits shall only be compared with dental benefits.

Without limiting any of the County's rights under the Article, the County and the LOCAL 1249 acknowledge, in general terms only, 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 three tier, $5.00/$20.00/$35.00 co-payment system; (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.

14.2 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 a three tier, $5.00/$20.00/$35.00 co-payment

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.

14.3 Premium Cost Sharing for Health Benefits (exclusive of dental).

Effective 1/1/99, the County shall assume one-hundred (100%) percent of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984, and eighty (80%) percent of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984 but prior to January 1, 1999, 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, 1999, the County shall assume eighty (80%) percent of the gross premium cost for individual coverage and seventy-five (75%) percent 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.

14.4 Premium Cost Sharing for Dental Benefits.

Effective 1/1/99, 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.

14.5 The County reserves the right to change or provide alternate insurance plans or carriers, HMO's, 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 HMO's from one plan year to another.

The extent of coverage under the benefit plans, including any HMO's 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 September 1, 1991, 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 (11) 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

14.6 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 dependent children.

ARTICLE XV
EDUCATION AND TRAINING

15.1 College Level Compensation

Each employee who achieved thirty (30) graduate credit hours or a Master's Degree in a job-related field will receive $400 in additional compensation. Each employee who has attained a job-related Bachelor's Degree will receive an additional $300 compensation; each employee who has attained a job-related

Associate's Degree will receive an additional $200. These amounts are non-cumulative. Payment shall not be made until proofs of degrees granted are submitted to the Department Head and the Commissioner of Personnel and approved by same.

15.3 Absence to Attend Accredited Courses

Members of Local 1249 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.

15.3 In-Service Training

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

ARTICLE XVI
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 ($240) 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 designee as to the job-related status of the course, with final approval or disapproval by the Commissioner of Personnel. 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 employees' normal working hours. The County Personnel Office will administer this program and establish procedures to be followed.

ARTICLE XVII
LABOR/MANAGEMENT COMMITTEE

The Labor/Management Committee shall consist of the County Executive, Sheriff, the Undersheriff, Union President, Union Vice President, or their designees, and one (1) person from each division to be designated by the Local 1249, and each Division Commander. The Committee shall meet at reasonable times, and at least quarterly, as mutually determined in advance by the Sheriff and the Union President. The parties shall submit a proposed agenda to the other at least ten (10) days prior to each meeting date.

In order to have a frank and open discussion, the committee shall have no authority to modify, add to, or delete any provision of this Agreement.

ARTICLE XVIII
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 (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 1993 for $100 damaged beyond repair in 1999. Jeweler stated value of watch to have been $60 immediately prior to being damaged. 1999 cost of new watch, same model, is $120.00.

Replacement Value	$120.00
Less Market Value at Time of Damage	$ 60.00
Difference	$ 60.00

County would pay market value ($60.00) plus half the difference (one-half of $60.00), or a total of $90.00.

ARTICLE XIX
GRIEVANCE AND ARBITRATION PROCEDURE

19.1 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. The time limits specified in this Article shall be of the essence, but may be extended by advance mutual agreement in writing by the County and Local 1249. Strict compliance with the time limits by the employee/Local 1249 shall be a condition precedent for access by Local 1249 to the arbitral stage of the grievance procedure. A failure to reply by the County within the relevant time limits of any particular stage of the grievance procedure shall automatically advance the grievance to the next higher stage of the procedure.

19.2 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 12, 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.

19.3 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.

19.4 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 12, Job Security.

Notwithstanding this, any employee covered by this Agreement working in a 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. This shall not, however, waive the rights of a probationer whose services are to be terminated for unsatisfactory performance to a written notice of such termination and an interview with the appointing authority, or his/her representatives, under Rule XIV(5) of the Oneida County Civil Service.

19.5 Discipline and Discharge Procedures

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

Disciplinary action may include, but is not limited to, written reprimands, suspension, demotion, discharge, loss of paid leave credits, fines, or any combination thereof or other such penalties as may be imposed by the Sheriff. 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.

NOTE: A counseling memorandum is not a disciplinary action. An employee's signature on a counseling memorandum indicates only that he/she is aware of the situation.

If the employee disagrees with the disciplinary action, the employee and/or the Local 1249 may submit a grievance at the Stage 3 level of the grievance procedure as specified in Article XIX 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 Local 1249 and the matter will be settled in its entirety. Subject to a mutual written agreement between Local 1249 and the Commissioner of Personnel, the time limit hereinabove specified may be extended.

It is expressly understood that the Sheriff 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 authority to suspend an employee without pay in contemplation of dismissal, for example, but not limited to, those instances where the employee's continued presence in the workplace would, in the County's sole judgment, constitute a threat to the safety of persons or property or the security of County operations. However, no employee shall be suspended without pay without a notice of discipline being served upon the employee.

In the event that an employee is suspended without pay, the employee shall be entitled to use his/her accrued unused personal leave, vacation or compensatory time, except sick time, to remain on the County's payroll during such suspension.

An employee shall have the right to be represented in disciplinary matters by a Local 1249 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. 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 his 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.

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.

The County and Sheriff agree that no employee shall be subjected to disciplinary action or be discharged or demoted or transferred without just cause.

A. Expedited Arbitration

1. In lieu of the procedures specified elsewhere in Article 19 of this Agreement, any arbitrable disciplinary grievance involving the suspension without pay in contemplation of dismissal of an individual employee can, upon election of the Union, be Submitted to arbitration under the expedited arbitration procedure hereinafter provided within fourteen (14) calendar days after the filing of a disciplinary grievance under Article 12.1 of this Agreement. The election of this procedure shall be in writing and must be served upon the County and the Sheriff within the fourteen (14) calendar day period. If no such agreement is reached within the fourteen (14) calendar day time period, the arbitration procedure in Article 19.7 shall be followed.

2. In all other grievances involving disciplinary action which are specifically subject to arbitration under Article 19 of this Agreement, the County, Sheriff or Local 1249 may, within fourteen (14) calendar days after the filing of a disciplinary grievance under Article 12.1 of this Agreement, proposed to use the expedited arbitration procedure hereinafter provided.

The proposed use of this procedure shall be in writing and must be agreed to in writing by the County, Sheriff, and Local 1249 within the fourteen (14) calendar day period. If no such agreement is reached within the fourteen (14) calendar day time period, the arbitration procedure in Article 19.7 shall be followed.

3. As soon as possible after the Agreement becomes final and binding, the parties shall select a panel of five arbitrators. Each arbitrator shall serve until the termination of the Agreement unless, by mutual agreement, the parties terminate his/her services earlier. The Arbitrator shall be notified

of his/her termination by a joint letter from the parties. A successor arbitrator shall then be mutually selected by the parties.

4. The procedure for expedited arbitration shall be as follows:

a. Arbitrators will be picked on a rotating basis.

1. The Panel of Arbitrators shall initially be assigned a number, i.e., one (1) through five (5) by a random drawing.

2. The Arbitrators shall be placed in order by their assigned number.

3. When a case is selected for expedited arbitration, the parties will start with the first arbitrator in rank order on the panel list.

4. Should that arbitrator be unable or unwilling to serve on the particular case, the parties will call the next arbitrator in rank order on the panel list.

5. The next arbitrator in rank order below the arbitrator who is selected to hear the case will be the first arbitrator called to hear the next case.

b. After an arbitrator has been selected, the parties shall immediately notify the arbitrator in wiring of the demand for arbitration.

c. The arbitrator shall notify the parties in writing of the date, time, and place of the hearing, which notice must be given at least seven (7) days in advance. The hearing must commence within thirty (30) calendar days of the arbitrator's selection.

d. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one (1) day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven (7) days.

e. The parties shall present an oral closing argument of the case. There shall be no post-hearing briefs.

f. The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven (7) days from the date of the closing of the hearing. The arbitrator's award shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.

g. The time limits herein may be extended by mutual agreement of the parties for good cause shown. Such extensions shall not circumvent the purpose of this procedure.

h. The decision of the arbitrator will be final and binding.

i. The power, authority and restrictions generally applicable to the arbitrator under Article XIX of this Agreement shall also apply under this expedited arbitration procedure.

19.6 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 ten (10) days after either the grievance occurs, or within ten (10) 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/her deems appropriate, all on an informal basis.

(c) Within five (5) 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 five (5) 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 highest ranking official in the employee's chain of command below the rank of Chief within five (5) days of receipt of the grievance. The steward shall attempt to resolve the grievance with the employee's highest ranking official in the employee's chain of command below the rank of Chief and in the event that the steward and the highest ranking official in the employee's chain of command below the rank of Chief are unable to agree on a settlement mutually satisfactory to all parties concerned, the highest ranking official in the employee's chain of command below the rank of Chief 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). In the event that the grievance is not resolved within Stage 2, or in the event the highest ranking official in the aggrieved employee's, or employees', chain of command below the rank of Chief does not issue a timely written decision at Stage 2, the aggrieved employee(s) may submit, within five (5) days after the Stage 2 reply of the County is given or is due, the written grievance to the Sheriff. The Sheriff, and/or his designee(s), shall meet with the aggrieved employee(s) and Local 1249 representative(s), if any, within thirty (30) days, for the purpose of reviewing and discussing in good faith the allegations of the grievance. The parties acknowledge that this meeting is essential to the prompt and effective administration of the grievance procedure. At the request of either Local 1249 or the Sheriff/Department Head, legal counsel, or other outside designee, of both Local 1249 and Employer shall attend the Stage 3 meeting to facilitate settlement discussions.

(b). Within ten (10) days after the Third Stage meeting referenced above, or within fifteen (15) days after the written grievance has been submitted to the Sheriff, the Sheriff, or his designee, shall issue a written decision, and shall deliver same to the employee(s) filing the grievance, and to the Local 1249.

Appellate Stage

(a) In the event the grievance is not satisfactorily resolved through the initial stages of the grievance procedure, Local 1249, and only Local 1249, may proceed and shall within ten (10) working days after the Sheriff's written decision, or within ten (10) days after the time within which the Sheriff should have issued a written decision, notify the Sheriff, in writing, that it desires to have an arbitrator hear the matter. The County and Local 1249 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 at Stage 3.

(b) 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, Local 1249, and the employees covered by this Agreement.

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

(d) 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). If the arbitrator finds a violation of a specific provision of this Agreement, the arbitrator's award shall not be retroactive in its effects any earlier than five (5) working days preceding the filing of the grievance.

ARTICLE XIX-A
COUNSELING

19-A.1 Definitions

The term "Record of Verbal Counseling" shall mean a written record of a verbal counseling session where a supervisor has discussed specific or non-specific employee conduct, a behavior or particular job performance either positive or negative.

The term "Counseling Memorandum" shall mean any written communication between an employee and supervisor regarding specific employee conduct, a behavior, or particular job performance either positive or negative. Counseling memoranda do not constitute any form of discipline.

19-A.2 Counseling

Counseling is an effort on the part of a supervisor to provide a subordinate employee significant feedback, either positive or negative, concerning the employee's activity as it pertains to the workplace. It is meant to be a constructive communications device, clarifying what has, or has not, occurred, and what is expected. Counseling does not constitute disciplinary action, but rather is for the purpose of fostering employee development, or teaching or modifying behavior. It involves face-to-face contact, an out of respect for the employee and the process, should be conducted in private. Under most circumstances, counseling should involve only two individuals – the supervisor and the employee.

Not all incidents require counseling, and not all counseling sessions require the issuance of a counseling memo or a record of verbal counseling by the supervisor. However, when the supervisor decides in his/her discretion to issue a counseling memo or a record of verbal counseling, the memo should describe the counseling session in fair and accurate terms and set forth clear expectations for the future. The employee may be directed by the supervisor to sign the record of verbal counseling or counseling memo to acknowledge its receipt by the employee. Such signature shall not indicate the employee's agreement or disagreement, only that the employee has received a copy of the memo. Any memo shall be placed in the employee's personnel file(s) and the employee shall have the right to attach a written response, or written explanation to the memo within five (5) days of its receipt. These memoranda shall be removed from the employee's personnel file(s) upon written request of the employee submitted no earlier than two (2) years after the date the counseling memo is issued.

The procedural elements of this Article, but not the substance of record of verbal counseling or counseling memo may be grounds for filing a grievance under Article XIX of this Agreement.

ARTICLE XX
ACCESS TO PERSONNEL RECORDS

20.1 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.

20.2 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 XXI
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 Union 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 Local 1249. The County Executive may, within thirty (30) days after receipt of the Committee's recommendations present

his recommendations to the Board of Legislators. The Committee and the County Executive shall notify Local 1249 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 Local 1249 of the date on which he intends to present his recommendations to the Board of Legislators.

The Reallocation and Reclassification Committee shall be composed of three (3) members: two (2) members from the County management and one (1) from the bargaining unit. Local 1249 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 XXII
GENERAL CONSIDERATIONS

22.1 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.

22.2 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.

22.3 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 effect 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.

22.4 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.

22.5 Soliciting

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

ARTICLE XXIII
LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE 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 XXIV
LENGTH OF AGREEMENT

24.1 This Agreement is effective January 1, 2004 and shall terminate at the close of business on December 31,2010.

THE COUNTY OF ONEIDA:

BY: _____
County Executive

ONEIDA COUNTY SHERIFFS' DEPARTMENT EMPLOYEES LOCAL 1249:

BY: _____
President

ONEIDA COUNTY SHERIFF'S OFFICE:

BY: _____
Sheriff

DATE: 4/19/07

ONEIDA COUNTY SHERIFF'S DEPARTMENT
ADMINISTRATION, MANAGEMENT & ORGANIZATION

SUBJECT: DEPLOYMENT OF STAFF
(VOLUNTARY/MANDATORY OVERTIME)

AUTHORITY: Daniel G. Middaugh, Sheriff
NUMBER: CD 02-08-03.D
EFFECTIVE DATE:
REVIEWED: 5/19/98
ISSUED BY: William A. Chapple, Chief Deputy
REFERENCES: Local 1249 (Contract) ARTICLE XII Overtime Assignments (page 11) ARTICLE IX Overtime Pay (page 7) Oneida County Personnel Rules - Section G. 9. Overtime Pay (pages 12 & 13)

POLICY: The Sheriff of Oneida County, together with the Oneida County Sheriff's Department Employees Local 1249 (Employee Labor Organization); have devised a fair and just way of covering post assignments, left vacant by an employee, utilizing both voluntary and mandatory overtime scheduling methods.

PURPOSE: To ensure proper security and support coverage in the facility, while maintaining fair and equitable overtime assignments.

DEFINITION OF TERMS: (For the purpose of this Policy and Procedure)
SENIORITY: Employees will acquire seniority upon the completion of any probationary period. Seniority will then accrue beginning on the initial date of the continuous employment in a bargaining unit position.

SENIORITY LIST: A list of Officers assigned to each Unit or shift, starting from the least senior Officer to the most senior Officer, in descending order.

VOLUNTARY OVERTIME: Necessary overtime assignments worked by Officers that are not mandated (ordered to perform), in which the most senior Officers continuing to the least senior Officers may volunteer, in addition to their regular 40 hour work week.

MANDATORY OVERTIME: Necessary overtime assignments worked by Officer as ordered by a Shift Supervisor, to be worked in addition to their regular 40 hour work week.

MANDATORY OVERTIME LIST: A perpetual list of Officers assigned to each Unit or shift, available for overtime as ordered, initially starting from the least senior Officer and continuing to the most senior Officer.

ROTATION OF MANDATORY OVERTIME LIST: After Officers who have been ordered and have performed overtime as required, their name will go to the bottom of the Mandatory Overtime List. Volunteer Overtime does apply to the Mandatory Overtime List.

OVERTIME PAYMENT: Staff that have worked in addition to their duty assignments, over 8 hours a day or over the 40 hours work week (Thursday through Wednesday), have the option to receive pay at 1 and 1/2 times their regular hourly wage or receive compensatory time at 1 and 1/2 times the amount of time actually worked, in accordance with the provisions of the applicable collective bargaining agreement. Employees and trainers participating in In-service Training will receive compensatory time only.

Qualified: Employees who have satisfactorily completed training (approved, specialized, and mandated by Policy and Procedure) for the individual post required to be filled.

PROCEDURE:

1. VOLUNTARY OVERTIME ASSIGNMENTS (SCHEDULED)

A) When it is determined in advance that there is a need for overtime, the Shift Supervisor will:

1. Solicit qualified volunteers to work overtime from their unit/shift.

   (a) Attempts will be made to the extent practical to ensure that all qualified members of the unit/shift are given the opportunity to volunteer for the assignment.

   (b) Assignments will be distributed to qualified volunteers within the unit/shift who are the most senior.

   (c) Assignments will be made at least 24 hours in advance of the required duty, when practical.

   (d) Officers volunteering for overtime are committed to perform the overtime as scheduled duty.

(e) Commitments made for voluntary overtime 24 hours prior to the actual duty, will not be infringed upon.

2. If there are no volunteers from within the unit/shift, solicit qualified volunteers from other units/shifts.

(a) Voluntary overtime assignments for other unit/shift members will be administered following the steps outlined in Section A(1)(b, c, d, e).

2. VOLUNTARY OVERTIME ASSIGNMENTS: (UNSCHEDULED)

A. In the event of an unscheduled need to fill a post, the Shift Supervisor will:

1. Solicit qualified volunteers from their unit/shift, present for duty at the time of need.

(a) The overtime assignment will be given to the qualified volunteer who is the most senior.

3. MANDATORY OVERTIME ASSIGNMENTS:

A. In the event there are no qualified volunteers, the Shift Supervisor will:

1. Utilize the Mandatory Overtime List of all Officers assigned to their unit/shift.

(a) Assign the overtime to the first available qualified officer on duty, at the top of the Mandatory Overtime List.

(1) If more than one officer is needed for overtime, the Supervisor will continue down the list until all posts are filled with qualified officers.

(2) Names of officers not on duty will remain at the top of the Mandatory Overtime List until they have been assigned and worked mandatory overtime.

(3) The names on the Mandatory Overtime List move perpetually from the top to the bottom, following the assignment and working of mandatory overtime.

B. New employees assigned or employees reassigned to units/shifts will be placed on the Mandatory Overtime List preceding the employee on the assigned unit/shift they follow in seniority.

4. POST ASSIGNMENT (SPECIALIZED)

A. In the event a post requiring specialized training is vacant, the Shift Supervisor will:

1. Solicit from within their unit/shift for specially trained employees available to fill the vacancy.

   (a) Adjust schedule as necessary to fill specialized post.

   (b) Solicit following established procedure to fill the vacancy created.

2. When there are no specially trained employees on their unit/shift, solicit for specially trained employees from other units/shifts following established procedure.

3. This does not preclude employees from volunteering or being assigned overtime, Supervisors are authorized to adjust the post assignments to fill vacated posts with qualified employees.

2003 OCSD LOCAL 1249 - "C" - Scale

Effective July 1st, 2003

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		16630	17058	17485	17913	18342	18770	19198	19626	20054	20482	20910	21337	21766	22194	22634	23083	23540	24007
14C		17185	17628	18070	18513	18956	19399	19842	20285	20738	21171	21614	22058	22501	22944	23399	23863	24336	24819
15C		17853	18305	18757	19209	19661	20112	20564	21016	21468	21920	22372	22824	23275	23727	24198	24678	25167	25667
16C		18523	18987	19452	19917	20380	20843	21307	21772	22237	22701	23165	23628	24093	24558	25045	25542	26048	26565
17C		19245	19732	20200	20679	21156	21634	22112	22589	23067	23545	24023	24500	24978	25455	25960	26476	27001	27537
18C		19999	20489	20978	21467	21957	22447	22936	23425	23914	24404	24894	25384	25873	26363	26836	27420	27964	28520
19C		20795	21302	21804	22305	22808	23310	23812	24314	24817	25320	25822	26324	26826	27328	27870	28424	28988	29564
20C		21561	22081	22602	23123	23645	24166	24686	25206	25727	26248	26769	27290	27811	28332	28894	29468	30053	30651
21C		22351	22892	23433	23971	24512	25052	25592	26132	26673	27213	27753	28293	28832	29372	29955	30551	31158	31777
22C		23170	23730	24290	24850	25410	25969	26530	27091	27651	28211	28771	29331	29891	30451	31056	31673	32303	32945
23C		24020	24601	25182	25762	26343	26924	27504	28085	28666	29247	29828	30409	30990	31570	32198	32837	33490	34156
24C		24902	25505	26107	26709	27311	27913	28515	29117	29720	30323	30924	31526	32128	32730	33380	34044	34721	35411
25C		25816	26441	27065	27689	28314	28940	29564	30188	30813	31436	32062	32686	33310	33934	34609	35297	35999	36715
26C		26764	27412	28059	28706	29354	30002	30650	31297	31944	32592	33240	33888	34535	35183	35883	36596	37324	38067
27C		27747	28418	29090	29762	30433	31105	31776	32447	33119	33791	34462	35134	35806	36477	37203	37943	38698	39468
28C		28765	29462	30158	30855	31551	32247	32944	33641	34337	35034	35730	36426	37122	37819	38571	39338	40121	40920
29C		29823	30545	31267	31989	32712	33435	34156	34878	35600	36322	37044	37766	38488	39211	39991	40787	41599	42427

Note: Contract Expired 12/31/03

2004 OCSD LOCAL 1249 - "C" - Scale

Effective July 1st, 2003

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		16963	17399	17835	18272	18709	19146	19582	20018	20455	20891	21328	21764	22201	22638	23087	23544	24011	24487
14C		17528	17980	18432	18883	19335	19787	20239	20691	21143	21595	22047	22499	22951	23403	23867	24340	24823	25315
15C		18210	18671	19132	19593	20054	20515	20976	21436	21897	22358	22819	23280	23741	24202	24682	25171	25671	26180
16C		19894	19367	19841	20315	29787	21260	21734	22207	22681	23155	23628	24101	24575	25049	25546	26052	26569	27097
17C		19630	20116	20604	21092	21580	22067	22554	23041	23528	24016	24503	24990	25477	25964	26480	27005	27541	28023
18C		20399	20899	21397	21896	22396	22886	23385	23884	24393	24892	25397	25891	26391	26890	27424	27968	28524	29090
19C		21215	21728	22240	22752	23264	23776	24288	24800	25313	25825	26336	26851	27363	27874	28428	28992	29568	30155
20C		21992	22523	23054	23586	24118	24649	25180	25710	26242	26773	27304	27836	28367	28898	29472	30057	30655	31264
21C		22793	23350	23900	24451	25002	25553	26104	26655	27206	27757	28308	28858	29409	29959	30555	31162	31781	32412
22C		23633	24205	24776	25347	25918	26489	27061	27633	28204	28775	29347	29918	30489	31060	31677	32307	32949	33604
23C		24500	25093	25685	26277	26870	27462	28054	28646	29239	29831	30424	31018	31610	32202	32841	33494	34160	34839
24C		25400	26015	26629	27243	27857	28472	29086	29699	30314	30929	31543	32157	32771	33384	34048	34725	35415	36120
25C		26333	26969	27608	28243	28881	29518	30155	30792	31429	32066	32703	33340	33976	34613	35301	36003	36719	37450
26C		27299	27960	28620	29280	29941	30602	31263	31923	32583	33244	33905	34565	35226	35887	36600	37328	38071	38828
27C		28302	28987	29672	30357	31042	31727	32412	33096	33781	34466	35152	35837	36522	37207	37947	38702	39473	40257
28C		29341	30051	30762	31472	32182	32893	33603	34314	35024	35735	36445	37155	37865	38575	39342	40125	40924	41738
29C		30419	31156	31893	32629	33366	34103	34839	35576	36312	37049	37785	38521	39258	39995	40791	41603	42431	43275

Note: Contract Expired 12/31/03

2005 OCSD LOCAL 1249 - "C" - Scale

Effective July 1st, 2003

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		17302	17747	18192	18637	19083	19528	19974	20419	20864	21309	21754	22199	22645	23091	23549	24015	24492	24977
14C		17879	18340	18800	19261	19722	20183	20644	21104	21565	22027	22488	22949	23410	23871	24344	24827	25319	25821
15C		18574	19045	19515	19985	20455	20925	21395	21865	22335	22805	23276	23746	24216	24686	25175	25675	26184	26704
16C		19272	19754	20238	20721	21203	21685	22168	22652	23135	23618	24101	24583	25066	25550	26057	26574	27101	27639
17C		20022	20519	21016	21514	22011	22508	23005	23502	23999	24496	24993	25490	25987	26484	27009	27545	28092	28650
18C		20807	21317	21825	22334	22844	23354	23863	24372	24881	25389	25899	26409	26919	27428	27972	28528	29094	29672
19C		21640	22162	22684	23207	23729	24252	24774	25296	25819	26342	26865	27388	27910	28432	28996	29572	30159	30758
20C		22432	22973	23515	24058	24600	25142	25683	26225	26766	27308	27850	28393	28934	29476	30062	30659	31268	31889
21C		23254	23817	24378	24940	25502	26064	26626	27188	27750	28312	28874	29436	29997	30559	31166	31785	32416	33060
22C		24106	24689	25272	25854	26436	27018	27602	28186	28768	29351	29934	30516	31099	31681	32311	32953	33608	34276
23C		24990	25595	26199	26803	27407	28012	28616	29219	29824	30428	31033	31638	32242	32846	33498	34164	34843	35536
24C		25908	26536	27162	27788	28414	29041	29667	30293	30921	31548	32174	32800	33426	34052	34729	35419	36124	36842
25C		26859	27509	28158	28808	29458	30109	30758	31408	32058	32708	33357	34006	34656	35305	36007	36723	37454	38199
26C		27845	28516	29192	29866	30540	31214	31888	32561	33235	33909	34583	35257	35930	36604	37332	38075	38832	39605
27C		28868	29566	30265	30964	31663	32362	33060	33758	34457	35156	35855	36553	37252	37951	38706	39476	40261	41062
28C		29928	30652	31377	32102	32826	33550	34275	35000	35725	36449	37174	37898	38622	39346	40129	40928	41742	42573
29C		31028	31779	32530	33282	34034	34785	35536	36287	37038	37790	38541	39291	40043	40795	41507	42435	43279	44141

Note: Contract Expired 12/31/03

2006 OCSD LOCAL 1249 - "C" - Scale

Effective July 1st, 2003

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		17648	18102	18556	19010	19464	19919	20373	20827	21281	21735	22189	22643	23098	23553	24020	24426	24881	25477
14C		18226	18707	19176	19646	20117	20587	21057	21526	21997	22467	22937	23408	23878	24348	24831	25323	25826	26338
15C		18948	19425	19905	20384	20864	21343	21823	22303	22782	23262	23741	24221	24700	25180	25679	26188	26708	27239
16C		19657	20150	20643	21136	21627	22119	22612	23105	23598	24091	24583	25075	25568	26061	26578	27105	27643	28191
17C		20423	20929	21437	21944	22451	22958	23465	23972	24479	24986	25493	26000	26507	27013	27549	28096	28654	29223
18C		21223	21743	22262	22781	23301	23821	24340	24859	25378	25897	26417	26937	27457	27977	28532	29098	29676	30255
19C		22073	22605	23138	23671	24204	24737	25269	25802	26335	26869	27402	27935	28468	29001	29576	30164	30763	31374
20C		22881	23433	23986	24539	25092	25645	26197	26749	27302	27854	28407	28961	29513	30066	30663	31272	31893	32527
21C		23719	24293	24868	25438	26012	26586	27159	27732	28305	28878	29451	30025	30597	31170	31789	32420	33065	33722
22C		24588	25183	25777	26371	26965	27559	28154	28749	29344	29938	30532	31127	31721	32315	32957	33612	34280	34961
23C		25490	26107	26723	27339	27956	28572	29188	29804	30420	31037	31654	32271	32887	33502	34165	34847	35540	36247
24C		26427	27066	27705	28344	28983	29622	30261	30899	31539	32179	32817	33456	34095	34733	35424	36126	36846	37579
25C		27398	28059	28721	29384	30047	30711	31373	32036	32699	33362	34024	34687	35349	36012	36728	37458	38203	38963
26C		28402	29089	29776	30463	31151	31839	32526	33212	33900	34587	35274	35962	36649	37336	38079	38836	39609	40397
27C		29445	30158	30871	31583	32296	33009	33721	34433	35146	35859	36572	37284	37997	38710	39480	40255	41066	41883
28C		30526	31265	32004	32744	33482	34221	34960	35700	36439	37178	37917	38656	39395	40133	40932	41746	42577	43424
29C		31648	32415	33181	33947	34714	35481	36247	37013	37779	38545	39311	40077	40844	41611	42439	43283	44145	45024

Note: Contract Expired 12/31/03

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GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		18001	18464	18927	19390	19854	20317	20781	21244	21707	22170	22633	23096	23560	24024	24500	24986	25481	25986
14C		18601	19081	19560	20039	20519	20999	21478	21957	22437	22916	23396	23876	24356	24835	25328	25830	26342	26865
15C		19325	19814	20303	20792	21281	21770	22259	22749	23238	23727	24216	24706	25194	25683	26193	26712	27242	27782
16C		20050	20553	21055	21558	22060	22561	23064	23567	24070	24573	25074	25576	26079	26582	27109	27647	28196	28755
17C		20831	21347	21865	22383	22900	23418	23934	24451	24968	25486	26003	26520	27037	27554	28100	28658	29227	29807
18C		21648	22178	22707	23237	23767	24298	24827	25356	25886	26415	26946	27476	28006	28536	29103	29680	30270	30871
19C		22514	23058	23601	24144	24688	25232	25775	26318	26863	27407	27950	28494	29037	29581	30166	30767	31378	32001
20C		23338	23901	24465	25030	25594	26158	26721	27284	27848	28411	28976	29540	30103	30667	31276	31897	32531	33177
21C		24194	24779	25365	25947	26532	27117	27702	28287	28871	29456	30040	30625	31209	31793	32425	33069	33726	34396
22C		25080	25687	26293	26899	27504	28110	28717	29324	29931	30537	31143	31749	32355	32961	33616	34284	34966	35651
23C		26000	26629	27258	27886	28515	29143	29772	30400	31029	31657	32287	32916	33544	34172	34852	35544	36251	36972
24C		26955	27608	28259	28910	29562	30214	30865	31517	32170	32822	33474	34125	34776	35428	36132	36850	37583	38330
25C		27944	28620	29296	29971	30648	31325	32001	32676	33353	34029	34705	35380	36056	36732	37462	38207	38967	39742
26C		28970	29671	30372	31072	31774	32476	33176	33877	34578	35279	35980	36681	37382	38083	38840	39613	40401	41205
27C		30034	30761	31488	32215	32942	33669	34396	35122	35849	36576	37303	38030	38757	39484	40270	41071	41886	42721
28C		31137	31890	32644	33399	34152	34906	35660	36414	37168	37922	38675	39429	40183	40936	41750	42581	43428	44293
29C		32281	33063	33845	34626	35409	36191	36972	37753	38535	39316	40098	40879	41661	42443	43288	44149	45025	45924

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GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		18451	18925	19400	19875	20350	20825	21300	21775	22250	22724	23199	23674	24149	24624	25112	25610	26118	26636
14C		19066	19558	20049	20540	21032	21524	22015	22506	22998	23489	23981	24473	24964	25456	25961	26476	27001	27536
15C		19808	20306	20811	21312	21813	22315	22816	23317	23819	24320	24821	25323	25824	26325	26847	27380	27923	28477
16C		20551	21066	21582	22097	22611	23125	23640	24156	24671	25187	25701	26216	26731	27246	27787	28336	28901	29474
17C		21352	21881	22412	22943	23473	24003	24533	25062	25593	26123	26653	27183	27713	28242	28803	29374	29957	30552
18C		22139	22732	23275	23817	24361	24905	25448	25990	26533	27076	27619	28163	28706	29250	29830	30422	31025	31642
19C		23077	23634	24191	24748	25305	25862	26419	26975	27534	28092	28649	29207	29763	30320	30922	31536	32162	32801
20C		23922	24499	25077	25655	26234	26812	27389	27966	28544	29122	29700	30278	30856	31434	32058	32695	33344	34007
21C		24799	25398	25997	26596	27196	27795	28395	28994	29593	30192	30791	31391	31989	32588	33235	33896	34569	35256
22C		25707	26329	26950	27571	28192	28813	29435	30058	30679	31300	31921	32543	33164	33785	34457	35141	35840	36552
23C		26650	27295	27939	28583	29227	29872	30518	31160	31804	32449	33094	33739	34383	35027	35723	36433	37157	37896
24C		27629	28298	28966	29633	30301	30970	31637	32305	32974	33643	34310	34978	35646	36314	37035	37772	38523	39289
25C		28643	29336	30028	30721	31414	32108	32801	33493	34187	34880	35572	36265	36957	37650	38399	39162	39941	40735
26C		29694	30413	31131	31849	32568	33287	34005	34724	35442	36161	36879	37598	38317	39035	39811	40603	41411	42235
27C		30785	31530	32275	33020	33766	34511	35255	36000	36745	37490	38236	38981	39726	40471	41278	42097	42935	43789
28C		31915	32688	33461	34233	35006	35778	36551	37324	38097	38870	39642	40415	41187	41959	42794	43646	44514	45400
29C		33088	33889	34691	35492	36294	37096	37896	38697	39492	40299	41100	41901	42702	43504	44370	45253	46153	47072

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GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		18912	19398	19885	20372	20859	21346	21833	22319	22806	23292	23779	24266	24753	25240	25740	26250	26771	27302
14C		19543	20047	20550	21054	21558	22062	22565	23069	23573	24077	24581	25085	25589	26093	26610	27138	27676	28225
15C		20303	20817	21331	21845	22359	22872	23386	23900	24414	24928	25442	25956	26470	26983	27519	28064	28621	29189
16C		21065	21593	22121	22650	23178	23703	24231	24760	25288	25816	26344	26871	27399	27928	28482	29047	29623	30211
17C		21886	22428	22972	23516	24060	24603	25146	25689	26232	26776	27319	27863	28406	28948	29523	30109	30706	31316
18C		22744	23301	23857	24413	24970	25528	26084	26640	27196	27752	28310	28867	29424	29981	30576	31183	31802	32433
19C		23654	24225	24796	25366	25938	26509	27080	27650	28222	28794	29365	29937	30507	31078	31695	32325	32966	33621
20C		24520	25111	25704	26297	26889	27482	28074	28665	29258	29850	30442	31035	31627	32220	32859	33512	34178	34857
21C		25419	26033	26647	27261	27875	28490	29104	29719	30333	30947	31561	32175	32789	33403	34066	34743	35433	36137
22C		26350	26987	27624	28261	28897	29533	30171	30809	31446	32083	32720	33356	33993	34630	35318	36020	36736	37466
23C		27316	27978	28638	29298	29958	30619	31279	31939	32599	33260	33921	34582	35242	35902	36616	37344	38086	38843
24C		28320	29005	29690	30374	31059	31744	32429	33113	33798	34484	35168	35853	36537	37221	37961	38716	39486	40271
25C		29355	30069	30779	31489	32200	32911	33621	34331	35041	35752	36462	37171	37881	38591	39359	40141	40939	41754
26C		30437	31173	31909	32645	33382	34120	34856	35592	36329	37065	37801	38538	39275	40011	40807	41619	42446	43291
27C		31554	32318	33082	33846	34610	35374	36137	36900	37664	38428	39192	39955	40719	41483	42308	43150	44008	44884
28C		32713	33505	34297	35089	35881	36673	37465	38257	39049	39842	40633	41425	42217	43008	43864	44737	45627	46535
29C		33915	34737	35558	36379	37201	38023	38844	39664	40486	41307	42127	42948	43770	44592	45479	46384	47307	48249

Note: Contract Expired 12/31/03

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GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
13C		19335	19883	20382	20891	21389	21880	22278	22677	23076	23875	24373	24872	25272	25871	26384	26907	27440	27984
14C		20031	20548	21064	21580	22097	22613	23129	23645	24162	24678	25195	25712	26228	26745	27275	27816	28368	28930
15C		20811	21337	21864	22391	22918	23444	23971	24498	25024	25551	26078	26605	27131	27658	28207	28766	29337	29919
16C		21592	22133	22674	23216	23756	24296	24837	25379	25920	26462	27002	27543	28084	28626	29194	29773	30364	30966
17C		22433	22989	23547	24104	24661	25218	25775	26331	26888	27445	28002	28559	29116	29672	30261	30861	31474	32099
18C		23312	23883	24453	25023	25593	26166	26736	27306	27876	28446	29018	29589	30160	30730	31340	31962	32597	33244
19C		24245	24831	25416	26001	26586	27172	27757	28342	28928	29514	30100	30685	31270	31855	32488	33133	33791	34462
20C		25133	25739	26347	26954	27562	28169	28776	29382	29989	30596	31204	31811	32418	33025	33681	34350	35032	35728
21C		26054	26684	27313	27942	28572	29202	29832	30462	31091	31721	32350	32980	33609	34238	34918	35612	36319	37041
22C		27008	27662	28314	28967	29619	30271	30925	31579	32232	32885	33537	34190	34843	35496	36201	36920	37654	38403
23C		27999	28677	29353	30030	30707	31384	32061	32737	33414	34092	34769	35447	36124	36800	37531	38277	39036	39814
24C		29028	29730	30432	31133	31835	32538	33239	33941	34643	35346	36047	36749	37450	38152	38910	39684	40473	41276
25C		30093	30821	31548	32276	33005	33734	34461	35189	35917	36645	37373	38101	38828	39556	40343	41145	41963	42798
26C		31198	31953	32707	33461	34217	34973	35727	36481	37236	37991	38746	39501	40256	41011	41827	42659	43507	44373
27C		32343	32126	33909	34692	35475	36258	37040	37823	38605	39388	40171	40954	41737	42520	43366	44229	45108	46006
28C		33531	34342	35154	35967	36778	37590	38402	39214	40025	40838	41649	42461	43273	44084	44961	45855	46758	47698
29C		34763	35605	36447	37289	38131	38973	39815	40656	41498	42339	43181	44022	44864	45707	46616	47544	48490	49455

Note: Contract Expired 12/31/03

2003 OCSD LOCAL 1249 - "J" SCALE

EFFECTIVE JULY 1st., 2003

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		24164															
1J		28452	29472	30492	31512	32532	33552	34572	35592	36612	37632	38652	39672	40692	41712	42732	43752
2J		31812	32832	33852	34872	35892	36712	37732	38752	39772	40792	41812	42832	43852	44872	45892	46912
3J		35892	36712	37732	38752	39772	40792	41812	42832	43852	44872	45892	46912	47932	48952	49972	50992
4J		37732	38752	39772	40792	41812	42832	43852	44872	45892	46912	47932	48952	49972	50992	52012	53032

NOTE: Contract Expired 12/31/03

2004 OCSD LOCAL 1249 - "J" SCALE 2%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		24668															
1J		29021	30061	31102	32142	33183	34223	35263	36304	37344	38385	39425	40465	41506	42546	43587	44627
2J		32244	33285	34325	35365	36406	37446	38487	39527	40567	41608	42648	43689	44729	45769	46810	47850
3J		36406	37446	38487	39527	40567	41608	42648	43689	44729	45769	46810	47850	48891	49931	50971	52012
4J		38487	39527	40567	41608	42648	43689	44729	45769	46810	47850	48891	49931	50971	52012	53052	54093

2005 OCSD LOCAL 1249 - "J" SCALE 2%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		25161															
1J		29601	30663	31724	32785	33846	34908	35969	37030	38091	39152	40214	41275	42336	43397	44458	45520
2J		32889	33950	35012	36073	37134	38195	39256	40318	41379	42440	43501	44562	45624	46685	47746	48807
3J		37134	38195	39256	40318	41379	42440	43501	44562	45624	46685	47746	48807	49868	50930	51991	53052
4J		39256	40318	41379	42440	43501	44562	45624	46685	47746	48807	49868	50930	51991	53052	54113	55174

2006 OCSD LOCAL 1249 - "J" SCALE 2% on 3% OFF STEP

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		28664															
1J		30193	31276	32356	33441	34523	35608	36688	37771	38853	39935	41018	42100	43183	44265	45348	46430
2J		33547	34629	35712	36794	37877	38959	40042	41124	42206	43289	44371	45454	46536	47619	48701	49783
3J		37877	38955	40042	41124	42206	43289	44371	45454	46536	47619	48701	49783	50866	51948	53031	54113
4J		40042	41124	42206	43289	44371	45454	46536	47619	48701	49783	50866	51948	53031	54113	55196	56278

2007 OCSD LOCAL 1249 - "J" SCALE 2% on 3% OFF STEP

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		26178															
1J		30797	31901	33006	34110	35214	36318	37422	38526	39630	40734	41839	42942	44046	45150	46254	47359
2J		34218	35322	36426	37530	38634	39738	40842	41946	43050	44155	45259	46363	47467	48571	49675	50779
3J		38634	39738	40842	41946	43050	44155	45259	46363	47467	48571	49675	50779	51883	52987	54091	55195
4J		40842	41946	43050	44155	45259	46363	47467	48571	49675	50779	51883	52987	54091	55195	56299	57404

2008 OCSD LOCAL 1249 - "J" SCALE - 2.5% on 3% OFF STEP

GRA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		26832															
1J		31567	32699	33831	34962	36094	37226	38357	39489	40621	41752	42884	44016	45147	46279	47411	48543
2J		35073	36205	37337	38468	39600	40732	41863	42995	44127	45258	46390	47522	48653	49785	50917	52049
3J		39600	40732	41863	42995	44127	45258	46390	47522	48653	49785	50917	52049	53180	54312	55444	56575
4J		41863	42995	44127	45258	46390	47522	48653	49785	50917	52049	53180	54312	55444	56575	57707	58839

2009 OCSD LOCAL 1249 - "J" SCALE - 2.5% on 3% OFF STEP

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		27503															
1J		32356	33516	34676	35836	36996	38156	39316	40476	41636	42796	43956	45116	46276	47436	48596	49756
2J		35950	37110	38270	39430	40590	41750	42910	44070	45230	46390	47550	48710	49870	51030	52190	53350
3J		40590	41750	42910	44070	45230	46390	47550	48710	49870	51030	52190	53350	54510	55670	56830	57990
4J		42910	44070	45230	46390	47550	48710	49870	51030	52190	53350	54510	55670	56830	57990	59150	60310

2010 OCSD LOCAL 1249 - "J" SCALE - 2.5% on 3% OFF STEP

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
0J		28191															
1J		33165	34354	35543	36732	37921	39110	40299	41488	42677	43866	45055	46244	47433	48622	49811	51000
2J		36849	38038	39227	40416	41605	42794	43983	45172	46361	47550	48739	49928	51117	52306	53495	54683
3J		41605	42794	43983	45172	46361	47550	48739	49928	51117	52306	53495	54683	55872	57061	58250	59439
4J		43983	45172	46361	47550	48739	49928	51117	52306	53495	54683	55872	57061	58250	59439	60628	61817

2003 OCSD LOCAL 1249 - NURSES - "R" SCALE

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		32130	33150	34170	35190	36210	37230	38250	39270	40290	41310	42330	43350	44370	45390

Note: Contract Expired 12/31/03

2004 OCSD LOCAL 1249 - NURSES - "R" SCALE - 2% ON / 3% OFF

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		32773	33813	34853	35894	36934	37975	39015	40055	41096	42136	43177	44217	45257	46298

2005 OCSD LOCAL 1249 - NURSES - "R" SCALE - 2% ON / 3% OFF

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		33428	34489	35550	36612	37673	38734	39795	40857	41918	42979	44040	45101	46163	47224

2006 OCSD LOCAL 1249 - NURSES - "R" SCALE - 2% ON / 3% OFF

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		34097	35179	36261	37344	38426	39509	40591	41674	42756	43839	44921	46003	47086	48168

2007 OCSD LOCAL 1249 - NURSES - "R" SCALE - 2% ON / 3% OFF

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		34779	35883	36987	38091	39195	40299	41403	42507	43611	44715	45819	46923	48026	49132

2008 OCSD LOCAL 1249 - NURSES - "R" SCALE - 2% ON / 3% OFF

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		35648	36730	37911	39043	40175	41305	42438	43570	44701	45833	46965	48097	49228	50360

2009 OCSD LOCAL 1249 - NURSES - "R" SCALE - 2% ON / 3% OFF

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		36539	37699	38859	40019	41179	42339	43499	44659	45819	46979	48139	49299	50459	51619

2010 OCSD LOCAL 1249 - NURSES - "R" SCALE - 2% ON / 3% OFF

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1R		37455	38642	39831	41020	42209	43398	44587	45776	46964	48153	49342	50531	51720	52909

PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-C OF THE GENERAL MUNICIPAL LAW FOR ONEIDA COUNTY

SECTION 1 - INTENT AND APPLICABILITY

A. Section 207-c of the General Municipal Law applies to any Deputy Sheriff or Correction Officer of the Sheriff's Department of any County who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful or remedial treatment. Eligible Deputy Sheriffs and Correction Officers must be paid the full amount of their regular salary or wages and eligible benefits until their eligibility for benefits has ceased and also the County of Oneida shall be liable for all medical treatment and hospital care necessitated by reason of such work related injury or illness.

B. To ensure that determinations arising by the administration of Section 207-c of the General Municipal Law ("§207-c") satisfy the interest of both those potentially eligible for its benefits and the County of Oneida, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by § 207-c in regards to employees represented by Oneida County Sheriff's Department Employees Association, Local 1249, Council 82, AFSCME.

C. This procedure is not intended to reduce any benefit provided by § 207-c or by the Collective Bargaining Agreement between the County of Oneida, and the Oneida County Sheriff's Department Employees Association, Local 1249, Council 82, AFSCME.

SECTION 2
APPLICATION FOR BENEFITS

A. **Accident Report and Application for General Municipal Law § 207-c benefits.**

1. Any deputy sheriff or correction officer represented by Oneida County Sheriff's Department Employees Association, Local 1249, Council 82, AFSCME who is injured in the performance of his/her duties or is taken sick as a result of performing his/her duties shall file a written application for General Municipal Law § 207-c benefits, with the Sheriff within ten (10) business days of the injury or illness of either:

   a. The date of the incident giving rise to the claim; or

   b. The discovery of an injury or illness which is related to the officer's employment for which General Municipal Law § 207- benefits may be claimed.

2. In the event that the employee is not able to file an accident report/application because the employee is either mentally and/or physically unable to do so within ten business days (10) a legally authorized person may file said accident report on behalf of the injured officer. Should an authorized person be unable to file the application on behalf of the incapacitated officer, the injured employee may file an accident report within ten (10) business days of becoming mentally and/or physically capable of completing the application.

3. All applications for § 207-c benefits shall be made in writing. The application may be obtained by the employee through the County or from a department supervisor.

4. The Sheriff and the Union agree to jointly develop a form to be used and attached to the application as referred to by Section A (1) above, within thirty (30) days of the execution of this agreement.

5. Failure to file an application within the time limits set forth in Section (A)(1)(a) or (b) above shall bar any claim for § 207-c benefits arising from the incident. However, upon good cause show an untimely application may be considered by the County. The determination of good cause shall be at the discretion of the Director of the Workers' Compensation Board or designee.

6. The application process herein shall not limit or otherwise alter an employee's obligation to make all verbal and written notifications regarding at work injuries as required by departmental policies to the employer. Failure to comply with reporting policies shall not limit an employee's right to claim § 207-c benefits

SECTION 3
DETERMINATION OF BENEFITS

A. The Employer shall promptly review an officer's application for § 207-c benefits and shall determine his/her initial eligibility within ten (10) business days after the Employer has received all information necessary to make a decision.

B. Materials obtained for determination of 207-c application.

1. Witness statements – any statements taken by the County from witnesses to the injury causing incident shall be forwarded to the employee at the time the determination regarding the employee's eligibility for benefits is conveyed to the employee.

2. Medical Records

a. The employee shall provide authorization for the County to obtain copies of his/her medical records from his/her treating physician or other health care provider relevant to the 207-c claim for benefits.

b. Any report obtained by the County through an independent medical examination shall be provided at the time the determination regarding the employee's eligibility for benefits is conveyed to the employee.

3. Confidentiality of Medical Records – The County agrees to maintain the confidentiality of all medical records, unless disclosure is (i) required by law; or (ii) necessary in the context of the dispute resolution process or any Court review thereof.

4. Materials to be released after determination of § 207-c application.

a. On the date the determination is made, the County will provide a copy of the determination, in writing, to the employee and Local 1249 by certified mail return receipt requested along with any report made through an independent medical examination and any statements taken by the County from witnesses to the injury-causing accident.

b. In the event that the application for § 207-c benefits is denied, the County will provide the officer, without cost, a copy of the information the County considered in connection with the officer's application for § 207c benefits within ten (10) business days of the employee's request for said records.

c. Should the officer's application for General Municipal Law § 207-c benefits be denied, the employee may elect to remain out on leave by using their own accruals pending the outcome of the matter pursuant to the dispute resolution process, provided that the employee has commenced a timely appeal of County's denial of benefits.

d. In the event that the employee's application for General Municipal Law § 207-c benefits is denied, the employee or Local 1249 may appeal the determination pursuant to the dispute resolution procedure contained herein. The appeal must be submitted in writing within ten (10) business days of the employee's receipt of the determination denying the application.

e. The County will provide the employee all medical records related to the officer's application that the County subsequently acquires or produces within ten (10) business days of the employee's request for said records.

SECTION 4
STATUS PENDING DETERMINATION OF ELIGIBILITY FOR § 207-c BENEFITS

A. The Employee shall be entitled to use all available accrued leave during the time of their absence as the result of their work related disability pending the County's determination as to eligibility for benefits. At any time following the employee's application for benefits, the employee, for a perceived future financial hardship, may apply to the Director of the Oneida County Workers' Compensation Board or their designee for a determination directing the payment of the applicant employee's regular salary and/or wages upon a showing of hardship, if the application indicates a preliminary likelihood of eligibility. The determination of financial hardship and preliminary likelihood of eligibility shall be made at the discretion of the Director or his/her designee. If the salary and/or wages are preliminarily provided to the employee but there is a final determination of ineligibility, the monies paid to the applicant shall be refunded to and may be recovered by the County in a civil action, or deducted from the applicant employee's vacation time, sick time, compensatory time, and/or personal time. A determination regarding hardship eligibility shall be made within ten business days of the County's receipt of the request.

B. In the event that the County wishes to terminate or modify an employee's benefits or the employee disputes a light duty order, pending the outcome of the dispute resolution process the County shall not cease providing General Municipal Law § 207-c benefits to the employee.

C. Upon a determination of eligibility for § 207-c benefits an employee shall be so categorized, and pursuant thereto shall be reimbursed retroactively for the date upon which the employee was determined to be entitled to § 207-c benefits for any wages and/or salary due and owing to the employee, including any and all leave accruals used pending the determination of eligibility forthwith.

SECTION 5
ASSIGNMENT OF LIGHT DUTY

A. If in the opinion of County health authorities or a physician appointed for the purpose by the County an employee is unable to perform his/her regular duties as a result of such injury or sickness but is able, in their opinion, to perform specified types of light duty the Department, acting through the Sheriff or the Sheriff's designee, may assign a disabled employee specified light duties.

B. Notice of consideration for light duty

1. Prior to making a light duty assignment, the Sheriff, or the Sheriff's designee shall issue written notice via personal delivery or certified mail return receipt requested to the employee receiving benefits under § 207-c that his/her ability to perform a light duty assignment is being reviewed.

2. The County will provide the employee, without cost, a copy of any records being considered by the County in its review of the employee's eligibility for a light duty assignment.

3. Any employee being considered for light duty may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability.

C. Medical Examinations for light duty assignments

1. The County, or the County's designee, may cause a medical examination of the employee by a physician selected by the County. All expenses as a result of the examination shall be borne by the County.

   a. Upon review of the medical assessment of the officer's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may order the employee to perform light duty which is consistent with the medical opinion and the procedures for the assignment to light duty.

2. In the event that the employee's treating physician, other health care provider or employee disputes the officer's ability to perform the specific light duty assignment, the employee may appeal the order to return to light duty pursuant to the dispute resolution procedures of this policy. The employee must submit the appeal in writing to the Sheriff within ten (10) business days of the employee's receipt of the light duty order. Should the employee appeal the light duty order, the employee shall be maintained on § 207-c benefits pending a determination under the dispute resolution provision of this procedure.

3. If the employee's treating physician or other health care provider agrees that the employee can perform the specific light duty assignment, or if the employee fails to win on appeal pursuant to the dispute resolution procedures contained in this policy, and the employee refuses to perform the specific light duty assignment, the employee's benefits under Section 207-c shall be discontinued including expenses for medical treatment or hospital care rendered and for salary or wages payable after such refusal.

SECTION 6
TERMINATION OF BENEFITS

A. Other than as provided in Section 5 and 8 of this procedure, or in the event the employee is granted an ordinary disability retirement pension, accidental disability retirement pension, performance of duty disability retirement pension as provided by General Municipal Law § 207-c(2), regularly retires, and/or is discharged from employment for cause the County will not discontinue Section 207-c benefits without the consent of the employee's treating physician or health care provider unless it obtains a determination under the dispute resolution procedure that benefits should be terminated. Should the County seek to terminate an employee's benefits, the employee shall have ten (10) business days to appeal the determination from the date the employee receives the notice

seeking to discontinue his benefits. The notice must be served certified mail return receipt requested upon the employee and Local 1249.

SECTION 7
DISPUTE RESOLUTION PROCEDURE

A. Matters arising under the § 207-c procedures may be submitted directly to an administrative hearing for the following if the County:

1. Denies an employee's application for § 207-c benefits;

2. Seeks to discontinue an employee's § 207-c benefits;

3. There is a dispute about whether an employee is capable of performing a specific light duty assignment; and/or

4. Any dispute arising out of the application, administration, or interpretation of this agreement.

B. The County shall have the burden of proof.

C. The County will be liable for any and all costs associated with presenting their case at the administrative hearing, including fees, paid to the hearing officer designated to hear the matter, The Union shall be liable for all costs in presenting their case at hearing including any costs associated with expert witness fees.

D. A hearing pursuant to this section shall be conducted at a time and place mutually agreeable to the parties. The County shall produce a stenographic record of the hearing and provide a copy to the Union at no cost.

E. The hearing officer shall have subpoena power. An attorney representing either the employee or County shall have subpoena power.

SECTION 8
RETIREMENT AS A RESULT OF DISABILITY

A. The County may file an application for accidental disability retirement and/or performance of duty disability retirement, should the employee be eligible to apply for the aforementioned benefits, on the officers behalf.

B. Any injured or sick employee who shall refuse to permit a medical inspection by the New York State and Local Retirement Systems in connection with such an application for Accidental Disability Retirement and/or Performance of Duty Disability Retirement shall be deemed to have waived his/her rights under §207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

SECTION 9
CONTINUATION OF BENEFITS AND ACCURALS

A. An employee shall continue to accrue all eligible benefits while on leave pursuant to § 207-c.

SECTION 10
EFFECTIVE DATE

A. The Agreement shall be effective upon ratification of the contract 2004 - 2010, and shall remain in full force and effect until a successor agreement is reached.

B. Nothing herein shall limit the parties from negotiating a settlement to any dispute or issue arising under this agreement.

C. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing that they wish to negotiate changes to this agreement.

For the Union:

President Lisa L. Bellacosa 1/11/06

For the County:

Attorney Gregory Amoroso 1/11/06

MEMORANDUM OF AGREEMENT BETWEEN THE ONEIDA COUNTY SHERIFF'S EMPLOYEES, LOCAL 1249, ONEIDA COUNTY AND THE ONEIDA COUNTY SHERIFF.

WHEREAS, ONEIDA COUNTY AND THE ONEIDA COUNTY SHERIFF ("COUNTY") AND THE ONEIDA COUNTY SHERIFF'S EMPLOYEES, LOCAL 1249 ("UNION") are parties to a collective bargaining agreement that is currently in negotiations; and

WHEREAS, questions have been raised regarding the intent of certain clauses in the 207-c agreement negotiated along with the other terms and conditions in the collective bargaining agreement, and

WHEREAS, the parties wish to enter into this MOA in order to resolve the ambiguous areas;

NOW, THEREFORE, it is hereby agreed that the intent of certain sections of the 207-c procedure are clarified as follows:

As to Section 3(B)(4)(b) and 5(B)(2), the parties agrees that the intent of this provision is not to require the employer to turnover surveillance tapes pursuant to a document request. However, this does not waive the employee's right to subpoena surveillance tapes, if permissible. The employer reserves all rights in relation to compliance or non-compliance with the subpoena.

As to Section 5(C)(1)(a), the parties agree that the Oneida County Sheriff's department currently maintains policies and procedures relative to light duty assignments. This reference was to merely identify that said policy or procedure exists. Nothing in this provision modifies or alters the nature of the employer's current or past utilization of these policies and procedures or limits the employer's alteration of the policies and procedures, if permissible.

As to Section 6(A), the Union maintains that during negotiations, the parties did not discuss whether the employer may suspend an employee's benefits if the employee is suspended in contemplation of termination. Further, the union knows of no past practice regarding this. Accordingly, the union cannot amend this section. However, the union agrees that the employer reserves any statutory or management rights it may have in relation to any disciplinary matters that involve members receiving 207-c benefits.

As to Section 7, the parties agree that this language is not intended to make hearings pursuant to the policy subject to *de novo* review and the burden of proof reference simply intends to clarify that the County has to show that its decision is supported by substantial evidence. This wording is not intended to modify or change the manner or method in which the County conducts the hearing.

As to Section 8(b), the parties agree that if an employee is granted ordinary disability benefits, the 207-c benefits would cease and that the County may file an application for any disability retirement which it is authorized to do so by law or statute.

As to Section 9, the parties agree that the term "eligible benefits" does not require the employer to allow an employee to continue to accrue leave benefits, including but not limited to, sick and vacation while on 207-c disability leave.

The intent of Section 5(B) is to ensure that the County continues with its current policy of providing written notice to the employee ordering them to return to work and advising them of their right to appeal said order.

It is further agreed that this memorandum of agreement will be made a part of the collective bargaining agreement upon ratification of the collective bargaining agreement by the Oneida County Legislature. It is further agreed by the parties that language reflecting the intent of this memorandum will be incorporated into the 207-c procedure during the next collective bargaining negotiations.

Dated: March 15, 2006

For the Union:

President Lisa L. Bellacosa

For the County:

Attorney Gregory Amoroso