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AGREEMENT

by and between the

COUNTY OF ROCKLAND

and the

**ROCKLAND COUNTY
DISTRICT ATTORNEY'S
CRIMINAL INVESTIGATOR'S
ASSOCIATION**

January 1, 2007 through December 31, 2010

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PREAMBLE

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

1. Establish and maintain an harmonious and cooperative relationship between the County of Rockland and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Comply with the requirements of the Public Employees Fair Employment Act by recognizing the rights of the employees of the County of Rockland to self organization and representation for collective negotiations on the terms and conditions of employment.

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

ARTICLE I - Parties to the Agreement

1. The parties to this Agreement are the County of Rockland, hereinafter referred to as the "Employer", and the Rockland County District Attorney's Criminal Investigator's Association, hereinafter referred to as the "Union".
2. The Employer recognizes the Union as the exclusive representative of all those County Employees determined to be in the appropriate negotiating unit for the term of the Agreement.

ARTICLE II - Affirmation Not To Strike

1. The Union affirms that it does not assert the right to strike. Nor shall the Union cause, instigate, encourage or condone a strike.

ARTICLE III - Appropriate Negotiating Unit

1. The provisions of this Agreement apply only to:
 - A. Child Abuse Investigator
 - B. Criminal Investigators (Group of Classes)
 - C. Senior Criminal Investigators (Group of Classes)
 - D. Confidential Criminal Investigatorin the Office of the District Attorney of Rockland County.
2. Excluded - All other employees of the Employer.

ARTICLE IV - Scope of the Agreement

1. It is understood and agreed by the parties to this Agreement, that any provision inconsistent with or contrary to law or rules and regulations having

the force and effect of law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement.

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
3. The provisions of this Agreement, except as limited within the Agreement, apply to all permanent, provisional and temporary employees, working in a position duly established by the legislative body in the competitive, non-competitive and labor classes in the classified service.
4. Part-time employees covered by this Agreement, shall benefit from the provisions contained therein for vacation, sick, holiday and personal leave accruals, except as limited by Article XIII, Section I, in the proportion that the position as established or subdivided bears to the basic work week or work period of full-time positions in that title or job category. However, no such employee shall receive such benefits at a percentage rate higher than that determined by the number of hours of the position as established or subdivided.

ARTICLE V

The intent and purpose of the within Article is to set forth the rights and responsibilities of the Employer, Employees and the Union consistent with law. Nothing contained herein shall deprive the Employer, and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable law.

A. General Rights and Responsibilities of the Employer

1. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the chief executive officer, or director of any department, office or agency

under the jurisdiction of a Board or Commission or in any way to reduce or abridge such authority.

2. The rights and responsibilities of the Employer include but are not necessarily limited to the following:
 - A. To determine the standards of services to be offered by its offices, agencies and departments;
 - B. To direct employees of the County;
 - C. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
 - D. To relieve employees from duties because of lack of work, or for other legitimate reasons;
 - E. To maintain the efficiency of government operations entrusted to them;
 - F. To determine the methods, means and personnel by which such operations are to be conducted;
 - G. To take whatever actions may be necessary to carry out the mission of the department, office or agency concerned.

B. General Rights and Responsibilities of the Employees and the Union

1. County employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Union free from interference, coercion, restraint, discrimination or reprisal.
2. The Union has the right to represent all County employees in the negotiating unit on any matter concerning the terms and conditions of employment within the limits of this Agreement. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority in accordance with applicable law, rules and/or regulations having the force and effect of law or pursuant to the established policy of the appointing authority.
3. The Union has the right as a representative of an employee to have at least one but no more than two County employees, in addition to Union staff employees, present at any stage of a grievance or at a grievance board hearing involving an employee who is determined to be in the negotiating unit. However, an employee shall have an unqualified right to choose his own representative or to determine that he does not want representation at any stage of a grievance or at a grievance board hearing, in which case the Union shall have the right to have one representative as an observer.
4. A. When an employee is absent without leave and without notification in writing to the employer for a period of ten work days, such absence

shall be considered to constitute a resignation to become effective on the date the absence began.

- B. Should an employee fail to return to work within ten work days following the expiration or extension of a leave of absence, such absence shall constitute a resignation, (which for the purposes of determining eligibility for reinstatement shall be deemed to be effective the date which marked the beginning of such leave of absence) unless such employee shall have submitted within said ten (10) day period notification in writing.
- C. Nothing herein shall be deemed to excuse the unauthorized absence of an employee, or failure to return to work upon the expiration of an authorized leave of absence, nor to waive any rights the County may have to take any appropriate disciplinary action.

- 5. Notwithstanding Section 75 and 76 of the Civil Service Law and any other applicable law and any other provisions of this Agreement, any employee covered by this Agreement may be issued letters of reprimand, copies of which shall be placed in the employee's personnel file and sent to the Union. The letters of reprimand shall inform the employee of his/her rights to make written replies to same.

ARTICLE VI - Consultation on Matters of Administration of the Agreement

- 1. Both parties agree that during the life of this Agreement questions or differences of opinion may arise in connection with the administration of this Agreement. Each party agrees to designate no more than six representatives to meet and make every reasonable effort to resolve such differences.
- 2. Either party may request a meeting of the other party on matters arising in connection with the administration of this Agreement. The request shall be in writing, addressed to the County Executive, or designee, and shall include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be mutually scheduled as promptly as possible but no later than seven working days after receipt of the request. Unless an agreement is reached in thirty (30) days following the first meeting of the aforesaid representatives, it shall be deemed that no agreement has been reached; provided however, that said time period may be extended by mutual consent.
- 3. All agreements and/or understandings reached between the parties' representatives shall be reduced to writing and executed by the County Executive and Union President.

ARTICLE VII - Collection of Dues

- 1. Membership Dues - Upon the written authorization of the employee concerned and unless he subsequently revokes such written authorization, the Employer shall deduct membership dues from the employees' bi-weekly pay in the amounts specified in the written authorization. The amounts so deducted shall be forwarded to the Union at regular intervals.

2. Agency Shop - Effective January 1, 1980, the Employer agrees, in accordance with Chapter 677 of the 1977 Laws of New York, to deduct from the salary of an employee who is not a member of the Union, but who is represented by the Union for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Union provided that the Union establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro rata share of the expenditure by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.
3. Upon the written authorization of the employees concerned and unless the employee subsequently revokes, in writing, such authorization, the Employer will permit such employee to participate in a deferred compensation plan, subject to the rules and regulations of the plan, if such plan is established. Contributions to such plan shall be deducted from the employee's bi-weekly pay in the amounts permitted by law or regulations and agreed to by the Employee.

ARTICLE VIII - Salary Plan

1. It is agreed and understood that the official rate of pay is an hourly rate as shown in the Salary Schedules..
2. Provisions for the administration of salary plan are contained in Appendix B.
3. Employees assigned to a shift other than 8:00 a.m. - 4:00 p.m., 9:00 a.m. - 5:00 p.m., or 10:00 a.m. - 6:00 p.m. will be entitled to the shift differential when personal, vacation, sick (including family), or holiday leave days are taken.
4. Effective January 1, 1994, all unit members shall receive credit for all prior years of service as a police/law enforcement officer. However, such years of credited service shall only be applied to Longevity, after the unit member has completed the incremental wage schedule. The affected unit members shall receive one (1) longevity step(s) (increment) in each successive year(s) until that member has received all the longevity steps (increments) they are entitled to based on prior years of service as set forth herein.
5. Effective January 1, 1999, the Base Wage for Senior/Confidential Criminal Investigators shall be at a level seventeen and one-half percent (17.5%) greater than the Base Wage for Criminal Investigators.
6. Effective January 1, 1999, a new Step 25 ("L") shall be added for employees who have completed twenty-five (25) or more years of service. That Step shall be at a Base Wage level of five percent (5%) greater than the Step 20 ("K").
7. Effective January 1, 2003, the "A" Step of the Parties' contract shall be increased from \$27.88 per hour to \$28.00 per hour (\$.12) and all other steps be adjusted accordingly.

8. Effective January 1, 2004, the current clothing allowance as shown in Article VIII, Appendix A, Part A shall be increased to ninety cents (\$.90) per hour.
9. The following wage increases shall be incorporated into a new Appendix (entitled "Salary Schedules") and inserted at the end of the current Appendices of the Agreement.
 - a. Effective January 1, 2007, there shall be a 3% increase added to each step of the schedules in effect on December 31, 2006. Such an increase shall be applied retroactively as provided in Article XXII.
 - b. Effective January 1, 2008, there shall be a 3% increase added to each step of the schedules in effect on December 31, 2007. Such an increase shall be applied retroactively as provided in Article XXII.
 - c. Effective January 1, 2009, there shall be a 2% increase added to each step of the schedules in effect on December 31, 2008.
 - d. Effective July 1, 2009, there shall be a 2% increase added to each step of the schedules in effect on June 30, 2009.
 - e. Effective January 1, 2010, there shall be a 2% increase added to each step of the schedules in effect on December 31, 2009.
 - f. Effective July 1, 2010, there shall be a 2% increase added to each step of the schedules in effect on June 30, 2010.
 - g. Effective January 1, 2008, the Salary Schedule shall be adjusted to reflect that there shall be a five percent (5%) differential between all steps.

ARTICLE IX - Basic Work Week and Basic Work Period

1. The basic work week and basic work period for Criminal Investigators and Senior Criminal Investigators shall be forty (40) hours.
2. An employee must work the total number of hours in a basic work week or work period and if for any reason they work less than the total number of hours in a basic work week or period, the difference shall be charged to appropriate leave credits if any, or shall be considered leave without pay.

ARTICLE X - Hours of Work

1. The regularly scheduled days of work for Criminal Investigators assigned to work in the Main Office shall be Monday through Friday, excluding holidays. The regularly scheduled days of work for Criminal Investigators assigned to the Rockland County Narcotics Task Force or Rockland County Intelligence Unit shall be a five day work week between Monday through Saturday, excluding holidays.
2. The District Attorney agrees to post a quarterly work schedule for all employees in the bargaining unit as set forth in subsection three (3) herein. The quarterly work schedule shall be posted no later than fourteen (14) days prior to the beginning of each quarter.

3. The work schedule shall be as follows, except that there shall be a minimum of sixteen (16) hours between each regularly scheduled shift:

12:00 midnight	-	8:00 a.m.
8:00 a.m.	-	4:00 p.m.
9:00 a.m.	-	5:00 p.m.
10:00 a.m.	-	6:00 p.m.
1:00 p.m.	-	9:00 p.m.
3:00 p.m.	-	11:00 p.m.
4:00 p.m.	-	12:00 midnight
4. The District Attorney retains the right to change shifts on a daily basis upon the consent of the employee. Such changes shall apply to designated shifts only. In the event that it becomes necessary for the District Attorney to change an employee's work schedule as set forth herein without the employee's consent, the Employer shall be required to provide the affected employee with a minimum of twenty-four (24) hours' notice prior to that change. In the event that an employee receives the required notice as set forth herein, that employee shall be paid four (4) hours of straight time pay for each day the work schedule is changed from the quarterly posting.
5. Effective January 7, 1978 new shift assignments shall be from among those employees who apply, based on departmental seniority. Such shift assignments, based on departmental seniority, shall be limited to the initial assignment and any second assignment resulting therefrom.
6. A Labor-Management Committee is to be formed to study alternate methods of scheduling, for example, flex-time.

ARTICLE XI - Overtime

1. Required and authorized hours of work in excess of 40 hours in any basic work week, shall be compensated at the rate of one and one half (1 1/2) times the regular hourly rate of the employee concerned.
2. Required and authorized hours of work on a regular assigned day of rest shall be compensated at the rate of one and one half (1 1/2) times the regular hourly rate of the employee concerned.
3. It is agreed and understood that the provisions of Section (1) and (2) shall not be construed under any circumstances as establishing a basis for duplicate, concurrent or overlapping claims of overtime for the same hours of work; for example, claim for overtime on the basis of work on a day of rest, shall not establish an additional claim for overtime, if such work is also in excess of 40 hours in the basic work week.
4. Leave with pay shall be included in determining the total number of hours worked in any basic work week.
5. Payment for overtime shall be for the actual number of hours authorized and worked.
6. Any employee who is called in and reports for work before or after his regular day of work, shall be guaranteed a minimum of three (3) hours of

overtime work to be compensated as provided for in this article. Hours of work in excess of 40 hours in any basic work week shall be compensated as provided for in this article. This guarantee shall not apply to work which runs into or immediately follows a normal work day or shift, or to more than one call-in during any 8 hour period.

7. Overtime must be authorized in advance by the appointing authority or those so designated. An employee shall work overtime when so required. However, no employee shall be required to work overtime unless given reasonable notice. What constitutes reasonable notice shall be determined after considering all circumstances of the situation requiring such overtime work. Assignment of overtime shall be on a rotating basis from among those employees having the skills and abilities required for the work, and who volunteer for such assignment and then from among other such employees on the basis of the inverse order of seniority.

ARTICLE XII - Stand-by Time

1. Any employee required by the appointing authority to restrict his/her personal movements so that they may be reached and be available to report for a work assignment within 30 minutes on an assigned day of rest or at any time other than during their regular working hours, shall be considered to be on stand-by time.
2. Any employee on stand-by time shall be paid one hour of their regular hourly rate for up to eight (8) hours of stand-by time on any one day, not to exceed two (2) hours of such compensation on regular days of work or three (3) hours of such compensation on any other day.
3. Stand-by time shall not be included in determining the total number of hours worked in any basic work week.

ARTICLE XIII - Leave with Pay

1. A full-time or part-time employee shall not earn or accrue vacation and/or sick leave credits during any pay period such employee is on leave of absence without pay, or on educational leave with pay, for one-half (1/2) or more of the payroll period of the position as established or subdivided.
 - A. All legal holidays enumerated herein shall be allowed as days off with pay. The days prescribed by law for the observance of New Years Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day shall be observed as legal holidays. When any such holiday falls on a Saturday, employees shall be credited with an extra day of vacation. When any such holiday falls on a Sunday, the following Monday shall be observed as a holiday.
 - B. (1) Whenever a holiday falls on a day of rest of any employee whose days of rest are other than Saturday and Sunday or on an employee's regular workday and he/she is required to work, that employee shall be credited with an extra day of vacation.

- (2) If an employee is required to work on a holiday set forth in 1.a above, in lieu of holiday pay, such employee shall be paid at time and one half, the employee's regular hourly rate of pay for hours worked, and shall receive a credit of an additional day or part thereof as appropriate to such employee's normal working hours.
- C. Nothing contained herein shall be construed as preventing the Employer from granting employees such additional days off with pay from time to time as may be duly authorized by the Employer.
2. **Vacation** - An annual vacation with pay will be granted to each employee as hereinafter provided. In computing longevity for vacation credits, an employee's length of service shall be computed from the date of their original appointment in County service to any duly established position whether on a permanent, provisional or temporary basis, provided that the employee's service with the County has been continuous. For the purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one year followed by reinstatement or rehiring into the County service shall not affect the anniversary day of any employee.
- A. All employees shall accrue vacation credits at the rate of one half (1/2) day per bi-weekly payroll period except that new County employees shall not accrue vacation credits until they shall have completed (6) full bi-weekly payroll periods. As of January 1, 2001, all employees who have completed five (5) years of service shall accrue fifteen (15) days of vacation time as of January 1 of each year.
- B. Additional vacation credits for length of service shall be granted each employee annually on his anniversary date in accordance with the following schedule; provided however, that no employee shall receive less vacation credits for completed years of continuous service than he earned or accumulated in 1970.

<u>Completed Years of Continuous Service</u>	<u>Additional Vacation Credits</u>	<u>Completed Years of Continuous Service</u>	<u>Additional Vacation Credits</u>
2	1 working day	13 - 15	7 working days
3	2 working days	16 - 18	8 working days
4 - 5	3 working days	19 - 20	9 working days
6 - 7	4 working days	21 - 22	10 working days
8 - 9	5 working days	23 - 24	11 working days
10 -12	6 working days	25 & over	12 working days

- C. No vacation credits may be accumulated beyond a maximum of fifty (50) days except that such total accumulation shall be exclusive of any holiday credits earned in accordance with Article XIII Subsection 1 a, b, c. It shall be the responsibility of the appointing authority to notify the employee when that employee has accumulated vacation credits equal to his maximum less five (5) vacation credit days. Failure to notify an employee individually and in writing, regarding the maximum accumulation of vacation credits shall preclude the cancellation of such excess credits. No cancellation shall be made until the employee has

been properly notified and ten (10) full bi-weekly payroll periods have elapsed following such notification.

- D. The time at which vacation may be drawn by an employee shall be subject to prior approval by the appointing authority. The request of an employee with respect to such time shall be honored by the appointing authority to the fullest extent possible consistent with the effective conduct of the County's business and with the relative seniority of employees in the department. Normally, vacation will be taken annually and for the total amount of accumulated credits. However, an employee may, with the prior approval of the appointing authority, utilize his vacation credits in such lesser amounts and at such times as may be jointly agreed to by the employee and his appointing authority. In the event the employee is unable to utilize vacation credits, because of the Employer's decision, the employee shall be secured from the loss of vacation credits.
- E. Insofar as practicable, accumulated vacation credits shall be used prior to transfer. If that is not possible, the County agency, department or institution to which an employee is transferred shall credit the employee for all vacation credits accumulated prior to transfer. It shall be the responsibility of the appointing authority releasing the employee to inform the employee and appointing authority gaining the employee by written notification of the amount of accumulated credits, if any, due such employee.
- F. In the event of the separation of an employee from County service by transfer, resignation, retirement or death, accumulated vacation credit shall be compensated for by cash payment to the employee or to his beneficiary or estate, as the case may be, up to the maximum accumulation permitted. No compensation for accumulated vacation credit shall be paid an employee discharged for cause.
- G. When a holiday enumerated in Section 1(a) of this article falls on a scheduled day of vacation of an employee, such employee will not be charged a day of vacation for said holiday.

3. A. Sick Leave

- (1) On and after the effective date of this Agreement, an employee shall earn sick leave credits at the rate of one half (1/2) working day per bi-weekly payroll period to be credited on the last day of each payroll period.
- (2) Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. Included within the term disability is the child bearing stage of pregnancy. In the event of illness or disability of a member of the employee's immediate family (parent, sibling, spouse or child) which circumstance requires the employee's presence, sick leave shall be authorized up to a maximum of seven (7) days in any one calendar year or up to the amount of his accumulated credits, whichever is less.

The Federal Equal Employment Opportunity Commission recognizes three (3) stages in pregnancy for determining when a pregnant employee is disabled. They are the dormant, child bearing and child rearing stages. Job disability is associated only with the child bearing stage and requires a certification of a duly licensed physician, stating that the employee is unable to continue to perform any of the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.

- (3) Unused sick leave credits may be accumulated up to a maximum of 180 working days. Sick leave credits may be used in hour units or any multiple thereof.
- (4) The employee is responsible for notifying his supervisor, or the appointing authority, each time sick leave is to be taken and the reason therefor. Advance notification shall be given whenever possible, no later than one half hour after the employee's normal time for reporting to work. However, in the event that the work of the employee is such that a substitute would be required, the appointing authority may require earlier notification whenever possible but not more than two (2) hours prior to the beginning of the employee's work day.
- (5) The appointing authority, in his discretion, may require such proof of illness or disability as he may deem necessary. Upon absences of more than three (3) days because of illness or disability, the appointing authority may require that a doctor's certificate be furnished substantiating the employee's claim of illness or disability. The appointing authority may also require the employee to be examined at the expense of the Employer by a physician designated by the appointing authority.
- (6) Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was not such as to justify absence from work, or any other abuse of sick leave may be cause for disciplinary action at the discretion of the appointing authority.
- (7) The parties to this Agreement recognize and accept the principle that abuse of sick leave cannot be tolerated and further recognize and accept the fact that an employee who has rendered faithful and efficient service should not be unduly penalized for absences due to factors of health not within his control. It is the stated agreement between the parties that they will cooperate to avoid any practice or practices which constitute an abuse of sick leave.
- (8) The appointing authority may require an employee who has been on sick leave, prior to and as a condition of his return to work, to be examined, at the expense of the Employer, by a physician designated by the appointing authority to establish that the employee is able to perform his normal duties and that his return to

work will not jeopardize his own health and safety or the health and safety of other employees.

- (9) When an employee is transferred within the County service his accumulated sick leave credits shall be transferred with him. The releasing appointing authority is responsible for notifying, in writing, the gaining appointing authority and the employee of the amount of such transferred credits.
- (10) Unused accumulated sick leave credits shall not be compensated for in the event of the separation of an employee from County service. Any employee returning to County service in a permanent position within one (1) year of his termination shall be recredited with sick leave credits, which were cancelled at the time of his/her separation from County service.

3. B. Sick Leave Bank

- (1) Effective January 1, 1994, there shall be established a sick leave bank to be administered by the Union. Upon completion of one year of regular full time service, each employee will give eight (8) hours of accumulated sick leave credits to the bank, thereafter four (4) hours of sick leave each year shall be given to the bank. (If an employee does not have enough sick leave credits to give to the bank, that employee will not be eligible for credits from the bank until the employee has made the appropriate sick leave credits to the bank.) The total of sick leave credits shall be furnished to the President of the Union by the District Attorney, in January of each year. A record of accumulation and approvals shall be maintained by the Union and at least once every three months, it shall furnish a summary of transactions in the bank to the District Attorney.

Each approval of award of sick leave credits must certify that there are sufficient sick leave credits available in the bank for distribution.

If the credits in the sick leave bank are exhausted, no awards or approvals can be made.

- (2) An employee will be eligible to receive credits from the sick leave bank after all the employee's paid leave has been exhausted. Eligibility for benefits under Section 207(c) of the General Municipal Law shall be a bar to obtaining credits from the sick leave bank.
- (3) Awarding of sick leave credits shall be at the sole discretion of the Union, and in any event cannot exceed the maximum accumulation available in the bank at the time of approval.
- (4) The employee must submit current medical reports, i.e., no more than two (2) months old, on the nature of the illness or disability. The reports must give the diagnosis, course of treatment, and a prognosis, including when the employee may return to work.
- (5) If approved, the Union may award up to 160 hours of such leave credit each year after serving a waiting period of ten (10) days. The

waiting period shall start with the first day off due to illness, and may be any combination of paid leave or unpaid leave.

- (6) Any approval, together with supporting documents, shall be submitted to the District Attorney for processing through the payroll system.
 - (7) Notwithstanding anything to the contrary, this section is not to be a bar to any other lawful action that might be taken by the District Attorney, for example, disciplinary action, or denial of sick leave, nor will it require extension of employment that otherwise would have been terminated.
 - (8) Any balance in the sick leave bank on December 31st of each year shall be carried over to the sick leave bank for the following year.
 - (9) After the employee returns to duty, the District Attorney agrees to deduct 1 hour per paycheck from the employee's sick leave accrual until credits advanced by the sick leave bank are repaid in full. The employee may agree to repay advanced credits back at a faster rate.
4. Extended Sick Leave - The Employer may grant an extension of sick leave with pay to any permanent employee who has used up all his sick leave, vacation and overtime credits, provided, however that compensation for such extended sick leave be at one half (1/2) the normal salary of such employee and that any such extension not exceed the rate of eleven (11) working days for each completed year of continuous County service. For the purpose of this section, a leave of absence without pay, except for Military Leave, in excess of three (3) months shall not be included in determining continuous service. An employee desiring extended sick leave under this provision shall request same in writing through his appointing authority. The appointing authority shall forward any such request to the Employer together with his recommendation.
 5. Personal Leave - Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to absent himself from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.
 - A. On the effective date of this Agreement and on each subsequent anniversary date thereof, each employee shall be credited with four (4) days of personal leave, except as herein otherwise provided.
 - B. Employees who enter or re-enter County service after the effective date of this Agreement shall be credited with one (1) day of personal leave for each full quarter remaining in that calendar year, provided, however, that the total personal leave credits of any employee re-entering County service shall not exceed four (4) days in any calendar year.
 - C. Personal leave may be drawn only upon written request whenever possible and at a time convenient to and approved in advance by the appointing authority; provided however, that personal leave allowed for

religious observance shall be granted on the days and hours required, insofar as the same may be granted without interference with the proper conduct of government functions.

- D. Personal leave credits may be used in hour units or any multiple thereof. Personal leave credits are not cumulative. However, any unused personal leave credits at the end of the calendar year shall be transferred and credited to the employee's accumulated sick leave as provided in Article XIX, Section 1. Unused personal leave credits shall not be compensated for in event of the separation of an employee from County service. However, when an employee is transferred within County service, his unused personal leave credits shall be transferred with him.
- 6. A. Leave for Court and Jury Attendance - On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided however, that this section shall not apply to any absence by an employee occasioned by such an appearance if he/she is party to an action.
 - B. Effective November 1, 1983 if an employee is called for jury duty during a twenty-four hour period in which the employee is scheduled to work and the employee is required to serve, that employee will receive the benefit in Section A above.
 - C. Effective November 1, 1983 Sub-sections A and B above shall not apply to Town and Village Justice Courts unless jury duty therein coincides with the employee's scheduled hours of work.
- 7. Leave for Civil Service Examination - Upon due notice and presentation of an admission slip for the examination to his/her appointing authority, an employee shall be given leave with pay to take any Rockland County Civil Service examination.
- 8. Military Leave and Other Leave Required by Law - The appointing authority shall grant any leave of absence with pay required by law.
- 9. A. Educational Leave
 - (1) An employee who is required by the Employer to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program.
 - (2) The Employer may grant educational leave with pay to an employee upon the request and recommendation of the appointing authority. The rate of pay shall be determined by the Employer, but in no event shall exceed the normal annual salary of the employee. Such leave shall not exceed (2) years in duration and shall not exceed two (2) years during any five (5) years of County service.

B. Tuition Reimbursement

- (1) Each qualifying employee shall be eligible to receive reimbursement of college tuition fees up to a maximum of four hundred dollars (\$400.00) per annum.
- (2) Qualifying College Course:
 - a. Courses taken at an accredited institution of higher learning which clearly improve present job skills and/or would provide the employee with knowledge or skills necessary for another position within the bargaining unit, are eligible. This shall also include courses offered by other institutions certified or licensed by the New York State Department of Education that, similarly, improve job related skills.
 - b. Applicants wishing pre-approval of the courses that they intend to take must submit catalogue description of same to the District Attorney at least three (3) weeks before the commencement of classes.
 - c. The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements.

C. Payment Reimbursement

- (1) Payment reimbursement will be made subsequent to submission of official transcripts to the District Attorney showing successful course completion.
- (2) Applications for reimbursement must be submitted within six (6) months of course completion.
- (3) The maximum reimbursement for each year of this agreement for all employees utilizing this program shall be Six Thousand Dollars (\$6,000.00). Requests for reimbursement once that allocation is reached may be denied.

10. Wage Continuation Plan - Work Related

- A. An employee who is determined by his/her appointing authority to be unable to perform the usual and normal duties of his employment because of occupational injury or disease as defined in the Worker's Compensation Law, and as a result thereof is necessarily absent from work, and files a claim therefor with the Worker's Compensation Board, shall after a waiting period of ten (10) working days be allowed leave from his position with full pay for any period of absence not to exceed sixty-five (65) working days within six (6) months from the date of such disablement as determined by the Worker's Compensation Board. Such leave may be extended in the discretion of the Employer up to an additional sixty-five (65) working days within nine (9) months from the date of the disablement as determined by the Worker's Compensation Board.

- B. Worker's Compensation benefits for wage or salary compensation to which the employee is or may be entitled for any period for which the employee is receiving or has received pay from the Employer under the provision of this section shall be assigned by the Employee to the Employer as reimbursement for wages paid. An employee who receives a check for such compensation benefits from the Worker's Compensation Insurance Company for any period for which the employee is entitled to benefits from the Employer under the provisions of this section shall within five (5) days thereafter convey said check to the Employer after duly endorsing same, or shall reimburse the Employer for the amount of said check. Receipt and deposit by an employee of such Worker's Compensation benefits without reimbursement to the Employer as provided for herein shall be deemed to be a waiver by such employee of the benefits provided for in this section, and the Employer may take whatever action it considers necessary to recover payments it has made to the employee under the provisions of this section.
- C. Before granting leave with pay pursuant to the provision of this section, the appointing authority may require such proof of the employee's inability to perform the usual and normal duties of his/her employment as it may deem necessary.
- D. If the employee's claim for benefits under the Worker's Compensation Law is controverted by the Worker's Compensation Insurance Company the employee shall not be entitled to leave under this section. If final determination of the controverted claim is in favor of the employee, he/she shall be entitled to receive the benefits of this section as if such claim had never been controverted.
- E. Leave under this section may be withheld or terminated if the appointing authority determines that the occupational injury or disease suffered by the employee is of such a nature as to permanently incapacitate him from performing the duties of his/her position.
- F. An employee who receives full pay for any period of leave under this section shall earn vacation, personal and sick leave credits during such period.
- G. Upon request of the employee to resume his employment at or prior to the expiration of the maximum period of allowed leave, the appointing authority may require the employee to undergo medical examination by a physician designated by the appointing authority and at the expense of the Employer before the employee may be permitted to resume his/her employment in order to establish that such employee is physically and mentally able to perform the usual and normal duties of his/her employment without jeopardizing the health and safety of other employees as well as his/her own.
- H. In order to enable the appointing authority to make such determinations as are authorized or required under this section, the appointing authority may require an employee at any time to be examined by a physician designated by the appointing authority at the Employer's expense.

- I. This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

11. Bereavement Leave

- A. An employee shall be allowed a maximum of three (3) days bereavement leave in the event of a death within his/her immediate family (parent, parents of spouse, grandparents, grandchildren, brothers, sisters, children or spouse).
- B. An employee shall be allowed a maximum of one (1) day bereavement leave in the event of the death of the grandparents or siblings of spouse.

ARTICLE XIV - Leave Without Pay

1. General - The appointing authority upon the written request of the employee, may grant a leave of absence without pay to such employee not to exceed one year. Such leave must be for a specific period of time; however, the employee and the appointing authority may mutually agree to terminate such leave prior to its expiration.
2. Maternity Leave - A pregnant employee holding a position by permanent appointment, upon written request, shall be granted a leave of absence without pay for any period of time not exceeding six (6) months, which may be extended by the appointing authority provided that the total leave granted shall not exceed one year.
3. When a permanent County employee accepts a permanent appointment to a position within County service, in which he/she is required to serve a probationary term, the position thus vacated by the employee shall not be filled except on a temporary or contingent permanent basis during such probationary term. At any time during the probationary term, the employee shall have the right to return to his/her previous position at his/her own election.

ARTICLE XV - Medical, Surgical and Hospitalization Insurance, and Other Benefits

1. A. The Employer agrees to pay 100% of the premium or cost for the individual employee and dependents for coverage under the core plus medical and psychiatric enhancement, as described in the New York Insurance Plan (known as the Empire Plan).
- B. The Employer may elect to provide the same benefits provided by the core plus medical and psychiatric enhancements as described in the New York Insurance Plan (known as the Empire Plan), through an insurance company licensed to do business in the State of New York, provided that:
 - (1) The benefits shall be the same in all respects;
 - (2) The prescription drug coverage shall be the same;

- (3) The geographic areas of acceptability shall be the same;
 - (4) The participating providers shall be provided whenever and wherever possible. It is recognized that the Employer cannot guarantee that each and every participating provider shall be identical, however, the Employer shall use its best efforts to provide the equal number of participating providers in the same medical specialties in the core plus medical and psychiatric enhancements, as described in the New York Insurance Plan (known as the Empire Plan).
- C. In the event the Employer elects to provide such plan through an insurance company, the Employer:
- (1) Shall continue to pay 100% of the premium for the individual employee and dependents; and
 - (2) The plan shall not become effective until at least ninety (90) days after delivery of notice to the PBA President, as set forth herein.
- D. Any dispute concerning:
- (1) whether the benefits are the same;
 - (2) whether the geographic areas of acceptability are the same;
 - (3) whether the number of participating providers are sufficient, shall be resolved by expediting binding arbitration, pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.
- E. It is agreed and understood by and between the parties that the Employer shall provide notice to the Union President at least ninety (90) days prior to the effective date of the plan change, in order for the Union to determine whether or not the plan change provides the same level of benefits as set forth herein. In the event the Union determines that the plan change does not provide the same level of benefits, the Employer shall not be permitted to implement any change until such time that the matter has been resolved through expedited binding arbitration, pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.
- F. Employees hired on or after January 1, 1998 shall contribute under the above net COBRA formula eighteen per cent (18%) for family coverage and sixteen per cent (16%) for individual coverage during such new employees' first twelve (12) years of employment. Thereafter, such employees shall not be required to make any further contributions.
- State net COBRA rates set forth above shall be determined on January 1, 1996; January 1, 1997, January 1, 1998, and January 1, 1999, respectively.
- G. No contribution from Current Employees: All unit members as of December 31, 1997, shall not be required to contribute toward medical

benefits. Unit members who are not contributing toward medical benefits as of the date of the signing of this agreement shall not be considered new hires.

- H. Lag for New Hires: Effective the date of the signing of this agreement, all new hires shall become eligible for medical benefits after completing three (3) months of service.
2. Dental Plan: The Employer agrees to provide a dental plan covering the individual employee only, for the life of this agreement. As of January 1, 2001 the County agrees to provide the same dental plan benefits to employees' eligible dependents.
 - A. The Employer will provide the same level of Health and Dental benefits (except as noted below) through another insurance carrier, self-funding or any combination thereof it deems necessary.
 3. Vision Plan: As of January 1, 2009, the County agrees to provide the same vision plan as granted to County employees to employees and eligible dependents.
 4. To the extent available, an HMO Option will be offered to employees and dependents at a cost no greater than otherwise provided herein.
 5. The Employer agrees to pay a percentage of health and dental insurance premiums for a part-time employee in the proportion that such part-time employee's position as established or subdivided, bears to the basic work week or work period of full-time positions in that title or category subject to any limitations imposed by the Manual of Procedures for Participating Subdivisions, New York State Government Employees' Health Insurance Program. Further that this limitation shall apply only to such employees appointed on or after the date of the ratification of this Agreement by the Legislature of Rockland County or on 1/1/80 whichever shall occur later.
 6. Commencing January 1, 1999, and upon retirement the Employer shall pay one hundred percent (100%) of the cost or premium for individual or dependent health insurance coverage.
 7. The County and RCDACIA agree that any employee enrolled in a County Health Insurance Program shall be eligible for a health insurance buyout for the plan category (individual or family coverage) in which the Employee was enrolled or eligible to enroll. The buyout shall conform to the following:
 - A. An eligible employee may, in 2008, exercise the health insurance buyout by submitting an application to the County in July 2008 and provide proof of eligibility for the appropriate plan category. The County shall prescribe the application. The buyout period will be six months beginning July 1, 2008 and ending December 31, 2008.
 - B. Effective on January 1, 2009 and thereafter the health insurance buyout will be offered on an annual basis. The buyout period will be for one calendar year beginning January 1 and ending December 31. An eligible employee may exercise the buyout by submitting an application

to the County during an annual open enrollment period designated by the County. The County shall prescribe the application.

- C. Subject to D. below, an "eligible" employee is defined as "(1) any full-time employee currently enrolled or eligible to be enrolled in a County Health Insurance Plan; or (2) any less-than-full-time, but greater than or equal to half-time employee who is currently enrolled in a County Health Insurance Plan for at least twelve (12) months. Part-time and Relief are eligible for the buyout under the same terms as they may be eligible for Health Insurance under the RCDACIA Collective Bargaining Agreement.
- D. An otherwise eligible employee must provide to the County proof of alternative health insurance coverage in order to be eligible to participate in the buyout.
- E. Eligible employees electing the buyout will not be eligible to re-enroll in County health insurance coverage until the end of the buyout period. Re-enrollment must be done in the annual open enrollment period. This paragraph shall not apply to any employee whose alternate health insurance is involuntarily cancelled during the buyout period. Such employees may make application for health insurance with the rules for involuntary loss of coverage. Such an application will be approved in accordance with the provisions of the RCDACIA Collective Bargaining Agreement.
- F. Employees electing to re-enroll can do so at the rate of contribution determined by the date of hire. The time period during withdrawal from a County health insurance plan will not be credited towards the employee's total contractual obligation for payment of health insurance contributions.
- G. Each employee who exercises the health insurance buyout shall be paid an amount equal to 25% of the County's net cost for the NYSHIP plan available pursuant to this Agreement, for the plan category in which the employee was eligible to enroll. "Net cost" shall be defined as the County's actual cost less any contractually mandated employee contributions. However, any period of insurance ineligibility during the buyout period (for example, unpaid leave of absence or disciplinary suspension without pay) will reduce the buyout payment due from the County on a pro rata basis.
- H. Payment shall be made in two equal installments during the week following the end of the second (2nd) and fourth (4th) calendar quarters within the buyout period, and will encompass the preceding 6 months of the buyout period during which health insurance was waived. Payment in 2008 shall be made in the first full week of 2009.

The buyout plan shall be administered in accordance with such other administrative procedures promulgated by the Insurance Department from time to time.

ARTICLE XVI - Participation in the New York State Retirement System

1. The Employer agrees that it will continue the non-contributory retirement plan, as contained in Section 75-i of the Retirement and Social Security Law.

2. The County shall adopt and make available the provisions of Section 89-d of the New York State Retirement and Social Security Law on or before January 1, 1990.
3. The County shall adopt and make available the provisions of Section 89-d (m) of the New York State Retirement and Social Security Law on or before April 1, 1998.
4. The County shall adopt and make available the provisions of Section 603-o and 604-p of the New York State Retirement and Social Security Law on or before April 1, 1998.
5. The Employer agrees to continue to adopt the following options provided by the Retirement and Social Security Law if still available.
 - A. Application of unused Sick Leave credits upon retirement. (Section 41-j)
 - B. Service allowances for Military Service in World War II. (Section 41-k)
 - C. Transfer of Service from another system. (Section 43-g)
 - D. Credit for other Military Service as provided in Section 243 (4) of the Military Law.
 - E. Guaranteed ordinary death benefits. (Section 60-b)

ARTICLE XVII - Grievance Procedure

The Grievance Procedure as contained in Appendix C is hereby adopted and made an integral part of this Agreement.

ARTICLE XVIII - Definitions of Terms as Used In This Agreement

1. Anniversary Date The annual anniversary of an employee's date of first appointment in continuous County service; except that employment as a Student Employee shall not be included in such computation or determination. This provision shall not apply to any employee in the appropriate negotiating unit as of December 31, 1974.
2. Continuous Service Continuous employment from the date of appointment in County service where there has been no break of service in excess of one (1) year, except authorized leave of absence; except that employment as a Student Employee shall not be included in such computation or determination. This provision shall not apply to any employee in the appropriate negotiating unit as of December 31, 1974.
3. Day of Rest Either one of two scheduled consecutive 24-hour periods during which the employee is not regularly required to work.

4. Employee One whose position or job has been determined to be within the negotiating unit.
a. A part-time employee is one whose work is less than the basic work week for the class of position in the department, institution, office or agency concerned.
5. Grievance Any alleged violation, misinterpretation, or inequitable application of this Agreement.
6. Leave Authorized absence of an employee from his/her work during his/her normal working hours.
7. Promotion Promotion is a movement to another position which requires substantially the same basic knowledge and/or abilities as the former position but which involves greater responsibilities and/or skill, is allocated to a higher salary grade and requires additional educational and/or experience qualifications within the same general field of requirements.
8. Representative One designated by the employee or a group of employees in the case of group grievances to act in his/her or their behalf in the processing of a grievance.
9. Unclassified, classified, exempt, competitive, non-competitive, labor, permanent, provisional, temporary, transfer, demotion and reclassification Are used and defined as they are used and defined in the New York State Civil Service Law and the Rockland County Civil Service Rules.
10. Appointing Authority A public officer having the power to appoint or employ all subordinates and employees in his/her respective office, agency or department.
11. Emergency Events or circumstances beyond the control of the Employer such as an Act of God, riot, flood, civil disorder or any other similar act.
12. Seniority Length of continuous service (as herein defined) for the purpose of determining selection of employees for overtime work or work at hours other than the regular working hours among those employees determined by the appointing authority to have the skills and abilities for the work to be performed.

Effective January 1, 1987 - Seniority - Length of continuous service from date of first permanent appointment in the title of Criminal Investigator or Senior Criminal Investigator in the Office of the District Attorney of Rockland County for the purpose of selecting employees for overtime work or work at

hours other than the regular working hours, among those employees determined by the appointing authority to have the skills and abilities for the work to be performed.

ARTICLE XIX - General Provisions

1. All leave credits, including personal leave, as provided for in Article XIII 5D, accumulated or earned by an employee as of the close of business December 31, of any year shall be carried over to the employee's credit as of the start of business January 1 of the subsequent year.
2. A. A bulletin board, or a reasonable portion of existing bulletin boards will be made available for employees and the Union's use whenever it is possible and practical to do so. Bulletin boards which serve the general public shall not be used by an employee or the Union.

B. Designation of a bulletin board for use by an employee or the Union shall be made by the appointing authority concerned.

C. Any bulletin board so designated shall not be used for personal business or political activity. Any material posted must be dated and removed after thirty (30) days. The Union assumes responsibility for maintaining designated bulletin boards in a neat and orderly manner. However, the Employer reserves the right to remove any material which, in its judgment, does not conform to the requirements of this section.
3. A. The Employer agrees to maintain a working environment that reasonably serves the comfort, well being and safety of its employees. Wherever practical and possible within the physical limitation imposed by a location, the Employer will endeavor to maintain adequate rest area facilities.

B. Where the appointing authority or his designee considers the working environment to be unreasonable at a particular location because of unusual or abnormal conditions and where affected employees are not reassigned to other locations, such affected employees may be relieved of their normal duties during the continuation of such conditions. Such leave with pay shall not be charged against any other leave credits.
4. In the event a unit member is authorized and required to use his/her personal vehicle on Employer-related business, he/she shall be entitled to mileage reimbursement as established by the IRS, at the rate in effect for the current year.
5. The Employer agrees to furnish each of its employees one copy of this Agreement.
6. The Employer shall provide every pay period, to each Employee, the total of all earned or accumulated paid leave credits as of that date.
7. A. The Union shall designate one (1) representative for the office. The Union shall furnish the Employer the name of the representative and shall keep the designation current at all times.

- B. When requested by the employee, a representative may investigate any alleged grievance in his/her assigned work area and assist in its presentation. They shall be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and with the approval of their immediate supervisor.
- 8. A. The Union shall furnish the Employer a list of the negotiating committee members and shall keep the list current at all times. The Committee shall consist of no more than three (3) County employees.
B. Members of the negotiating committee of the Union shall be allowed reasonable time off for negotiations as necessary during regular working hours without loss of time or pay upon notification and with the approval of their respective immediate supervisor.
- 9. It is agreed and understood that any Employee who is absent from work under the provisions of Section 7 and/or Section 8 of this article, shall not be compensated for any hours in excess of his/her regular working hours.
- 10. It is agreed and understood that the activities of the Union representatives shall be carried out in a manner that will minimize interference with normal work functions.
- 11. Employees shall be entitled to one (1) 15 minute rest period for each 3 1/2 or 4 hours respectively for a 35 hour week and a 40 hour week employee during the regular work day.
- 12. Employees shall be furnished meals or a meal allowance of \$4.00 after each four (4) consecutive hours of overtime work under conditions established by the appointing authority.
- 13. A. All written communications from the Union to the Employer shall be addressed to:
County Executive, or designee
County of Rockland
11 New Hempstead Road
New City, New York 10956
B. All written communications from the Employer to the Union shall be addressed to:
Rockland County District Attorney's Criminal
Investigator's Association
P. O. Box 9022
Bardonia, New York 10954
- 14. If as a result of a snow emergency declared by the Sheriff or Legislature of Rockland County, County agencies are closed, employees required to work on such days shall receive compensatory time off or have an equivalent amount of time added to their vacations, at the option of the employee concerned.
- 15. The County will make every effort to issue pay checks on the Thursday before payday (after 3:00 p.m.) to employees who are off on Friday as a day

of rest and to employees who are scheduled to work evening and night shifts.

16. The Employer agrees to continue its present policy on payment of tuition costs for employees taking job related training.
17. A. An employee shall have an opportunity to review his personnel file, maintained at his place of employment, in the presence of the appointing authority or his designee upon five days notice and to place in such file a written response of reasonable length to anything contained therein which such employee deems to be adverse.

B. Notwithstanding any of the above, pre-employment material shall be privileged and not be made available to such employee.

ARTICLE XX - Effective Date and Duration of this Agreement

This Agreement shall become effective January 1, 2007 through December 31, 2010. In the event this Agreement expires, the parties agree that all terms and conditions of employment shall remain in full force and effect until such time as may be modified and agreed upon by and between the parties.

ARTICLE XXI - Necessity for Approval by the Appropriate Legislative Body

IN ACCORDANCE WITH SECTION 204-a OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII – RETROACTIVE WAGE INCREASES

Whenever it is agreed between the parties that wage increases shall be paid retroactively, the following will apply: 1) Only those unit employees who are employed on the County payroll on the date of ratification by the Legislature shall be eligible for retroactive wage adjustments, except that 2) Employees who have died, retired, or become disabled from work-related injury shall be eligible for retroactive wage adjustments for any applicable continuous period(s) of active service on the payroll during the contract period, and 3) Employees dismissed or terminated for cause shall not be eligible for retroactive wage adjustments.

ARTICLE XXIII - Drug Testing Program - Investigators

- A. Policy: The mission of the Rockland County District Attorney's Office is to effectively prosecute criminal cases on behalf of the People of the State of New York with the highest degree of fairness, professionalism and integrity. The District Attorney's Office is concerned with the impact that illegal drug use and drug abuse by its employees would have on the successful accomplishment of its mission and its need to insure the safety of its employees and the public at large.

Therefore, it is the policy of the Rockland County District Attorney's Office to prohibit the use or possession (either on or off duty) of any

habit forming drug, narcotic, controlled substance or marijuana by any employee unless possession by the employee is required in the course of official duties, or the drug, narcotic, controlled substance or marijuana has been legally prescribed for the employee.

Any prescription for drugs must be written for a valid medical condition, by a person licensed to practice medicine or other practitioner authorized to prescribe medication. Violation of this policy will result in immediate disciplinary action, up to and including dismissal.

The County agrees that this program and all of the components shall be implemented in a fair, reasonable and non-discriminatory manner.

B. Required Tests:

- (1) Pre-employment: This program does not impair or address the ability of the County to conduct drug testing of potential employees prior to their employment.
- (2) Post Accident: A drug test will be conducted under the following conditions following an accident:
 - (i) where the accident involves a fatality; or
 - (ii) the employee has received a citation for a moving traffic violation in connection with the accident, where the accident involved:
 - (a) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (b) one or more motor vehicles involved in the accident incurred disabling damage and must be transported away from the accident scene by a tow truck or other vehicle.
- (3) Reasonable Suspicion: Reasonable Suspicion is the criterion established by the Courts as the basis for action by an Employer when an employee is suspected of illegally using drugs either on or off duty. Reasonable suspicion shall be based upon, among other things:
 - (a) observable phenomena, such as direct observation of illegally using or possession of drugs and/or the physical symptoms of being under the influence of a drug, controlled substance or marijuana;
 - (b) a pattern of abnormal conduct or erratic behavior;
 - (c) arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking;
 - (d) association with person(s) using or trafficking in illegal drugs;

- (e) information provided either by reliable and credible sources or from other sources, independently corroborated;
- (f) evidence that the employee has tampered with a previously administered drug test and/or has made false or misleading statements to District Attorney personnel regarding illegal use of drugs.

Reasonable suspicion need not rise to the level of the standard of probable cause, but must be substantially more than a hunch. There must be good cause for the suspicion and there must be articulable reasons set forth in writing and providing to the employee, at the time such testing is directed, the factual basis for the directive.

- (4) Random Testing: All investigators, upon notification from the District Attorney or his designee that they are being scheduled for Random Drug Testing, will appear as required at the location specified for drug testing. Such tests will be unannounced and spread throughout the year. Random tests shall be given at any time during an employee's shift. The County shall have the right to direct an employee to submit to one such random test in a twelve (12) month period.

C. Test Refusal: Any refusal to undergo any of the tests for drugs outlined above may be accorded the equivalence of a positive test. An employee shall be deemed to have refused when the employee:

- (1) refuses or fails to provide adequate urine for drug testing, without a valid medical explanation, after the employee has been notified of the requirement for urine testing;
- or-
- (2) engages in conduct that obstructs, delays or frustrates the testing process. An employee is expected to report without delay for testing, as instructed. Upon the filing and establishment of a disciplinary charge consistent with the Collective Bargaining Agreement, an employee may be dismissed and terminated from employment for refusing to take a required test, upon a hearing conducted in conformity with the Collective Bargaining Agreement and Civil Service Law Section 75.

D. Procedure for Drug Testing: As set forth above the employee must provide a urine specimen which will be analyzed by a certified laboratory. Urine specimens will be collected in a manner that preserves the dignity of the person tested and insures the integrity of the sample.

Urine specimens will be identified by control number and the employee's identity will be disclosed only to those supervisors charged with the duty of investigating or prosecuting violations of the District Attorney's Office Drug Policy, to other persons upon the written consent of the employee being tested, or to other persons as may be required by lawful process.

After the collection process is completed, urine specimens will be transported, stored and analyzed using procedures designed to prevent tampering, including adoption of and implementation of appropriate chain of custody safeguards.

Urine specimens will be tested to determine the employee's illegal use of drugs. All urine specimens identified as positive on the initial test(s) will be confirmed using gas chromatography/mass spectrometry (GC/MS). Only specimens confirmed positive by GC/MS shall be reported positive. Specimens which are negative on the confirmation test will be reported as negative.

The employee's urine sample will be divided into two collection bottles. If a specimen is reported positive, the employee shall receive copies of any such reports and related records and thereafter, may have the untested specimen independently tested by a laboratory, licensed by the New York State Department of Health to perform forensic drug testing, by notifying the appointing authority, in writing, within ten (10) days of being notified of the positive test result.

- E. Confidentiality and Maintenance of Records: All employee testing records are confidential and test results will only be released to the employee, employee representative, appointing authority, the County Attorney and to other persons as may be required by lawful process. Any other release of information will only be allowed with the employee's consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and their corporate seals to be hereunto affixed this 14 day of September 2009.

ACCEPTED & AGREED TO:

FOR THE COUNTY OF ROCKLAND


C. SCOTT VANDERHOEF
County Executive

FOR THE ROCKLAND COUNTY
DISTRICT ATTORNEY'S CRIMINAL
INVESTIGATOR'S ASSOCIATION


BRENDAN DONOHUE
Association President

ATTEST:


LAURENCE O. TOOLE
Clerk to the Legislature

ARTICLE VIII - APPENDIX B

SALARY PLAN

PROVISIONS FOR THE ADMINISTRATION OF THE ROCKLAND COUNTY SALARY PLAN

1. Purpose

The purpose of the Rockland County Salary Plan is to provide the County with a uniform and equitable system for payment for services of its employees by:

- A. Establishing salary ranges for the several classes of positions in consideration of their relative difficulty and responsibility, and
- B. Establishing uniform rules for the assignment and administration of salaries.

Its further purpose is to provide the Employer with an aide from which it can make decisions concerning fiscal problems and to provide all appointing officers with assistance in preparing budgetary requests for personnel services and in making appointments, transfers, promotions and other personnel transactions.

2. Coverage

This salary plan covers all employees of Rockland County who are in the recognized negotiating unit represented by the Union.

3. Administration

The adoption of a salary grade schedule and salary rules and of any additions, deletions or modifications thereto shall be upon Resolution of the County Legislature.

The Commissioner of Personnel shall be responsible, in the reviewing of personnel transactions, to monitor the payment of salaries for compliance with the plan; and the Commissioner shall further be responsible for the administration and continual review of the plan and for recommending any changes therein to the Employer.

4. General

Payment Within Salary Range. No employee shall be paid less than the starting salary of the grade to which the employee's position has been duly allocated, and no employee shall be paid more than the normal maximum of the employee's salary grade unless:

- A. The employee has been duly awarded one (1) or more longevity increments, or
- B. The employee's salary at the time the position was allocated or re-allocated to a salary grade was already in excess thereof.

- C. The employee has been awarded an additional increment or increments mandated by State or Federal Policy.

5. Rate of Pay

- A. All rates of pay prescribed in the salary grade plan are for full time employment in a position duly established by the Employer.
- B. Temporary or seasonal employees not occupying a duly established position shall be paid on an hourly basis and only for hours actually worked in accordance with the appropriate hourly rate for the position in the department, institution, agency or office concerned.
- C. There shall be a seventeen and one-half (17.5%) percent wage differential between the Criminal Investigator and Senior Criminal Investigator position.

6. Allocation of Position to Salary Grades

- A. Existing Position Titles. The allocation of the existing position titles to the salary grades is as determined by the salary grade allocation list which is an integral part of this Agreement. Any reallocation of one (1) or more classes of positions among salary grades because of changing labor market or employment conditions shall be by resolution of the County Legislature after review of the recommendations submitted by the Commissioner of Personnel or by the Reallocation Appeals Board.
- B. New Position Titles. After a position has been duly classified or reclassified by the Department of Personnel and such action results in a new position title, the Employer, upon establishing the position, shall review the Commissioner of Personnel's allocation recommendation and allocate the position to an appropriate salary grade.
- C. Subsequent Reallocation Upward. When a position title is reallocated to a higher salary grade the salary of all employees occupying such positions shall be established at the same increment steps of the new grade as they were on their previous grade.
- D. Subsequent Reallocation Downward. When a position title is reallocated to a lower salary grade the salaries of all employees occupying such positions shall remain unchanged; however, such employees shall thereafter earn increments only in the lower salary grade.
- E. Eligibility for Increment Increases Upon Reallocation. Reallocation of a position from one salary grade to another shall not affect an employee's eligibility for an annual or longevity increment under Section II.

7. Reclassification of Positions

- A. Resulting in Higher Title. When an individual position has been reclassified to a title allocated to a higher salary grade, an employee permanently appointed to such position shall continue to be paid in accordance with the original salary grade unless such employee is appointed to the reclassified title. In such case Section 9 becomes effective.
- B. Resulting in Lower Title. When a position has been reclassified to a title allocated to a lower salary grade, the salary of any employee occupying the position shall remain unchanged and such employee shall thereafter be eligible to earn increments only in the lower salary grade.
- C. (1) This provision applies when an individual employee or the employee jointly with the Union initiates a request for reclassification and submits such request to the Department of Personnel in the approved manner.
- (2) The Commissioner of Personnel will give reasonable notice after receipt of any application for a change in classification to the appointing authority and to the employees affected thereby. Any employees desiring to submit facts orally or in writing in connection with the reclassification of any position shall be afforded a reasonable opportunity to do so.
- (3) This provision shall not apply to reclassifications submitted as part of departmental budget submissions, department reorganizations or any other changes in operations required by law, programs or policies or departmental initiatives.
- (4) Within the limit set forth above, when an individual employee or the employee jointly with the Union initiates a request for reclassification and submits such request to the Department of Personnel in the approved manner the following is agreed to:
- a. Should the reclassification not be completed within three (3) months, at the employee(s), or the employee(s) jointly with the Union, request, the Commissioner of Personnel shall provide a written report within two (2) weeks as to the status of the pending reclassification request, together with a proposed timetable for completion.
 - b. If the Commissioner of Personnel confirms the existing classification or reclassifies to a title in the same or lower salary grade, the balance of this provision is not applicable.
 - c. If the Commissioner of Personnel approves reclassification to a title allocated to a higher salary grade, concurrent with its classification action, the Commissioner of Personnel shall direct the appointing authority to cease and desist using or assigning the employee to any duties and responsibilities other than those of the position to which such employee was

originally appointed and shall concurrently notify the employee(s) who submitted such request and the Union.

- d. Should the appointing authority continue to assign duties and responsibilities other than those of the position to which the employee was originally appointed for more than sixty (60) days after the date of the cease and desist letter, such employee or the employee with the Union shall have a right to file a grievance to obtain a money remedy of one (1) increment increase in salary or the starting salary of the higher position title, whichever is greater. Such right to file a grievance shall not extend beyond four (4) months from the date of the cease and desist letter signed by the Commissioner of Personnel.
- e. If a grievance is properly filed and sustained, the money remedy described in subsection 4 (d) above shall be retroactive to no earlier than sixty (60) days prior to the date of the cease and desist letter.

8. Appointments Above Starting Salary

- A. Specific Appointments. The Employer may from time to time authorize specific appointments at an increment step above the starting salary of the grade if the position has been deemed by the Commissioner of Personnel as being impossible to staff at only the starting salary. Appointment to increment levels beyond the starting salary shall be based on training and/or experience factors in accordance with standards established by the Department of Personnel.
- B. Designated Position Titles. Where persistent shortages of qualified personnel exist or where it is deemed advantageous to the County to attract and to hold employees with special training or experience the Employer may, upon recommendation of the Department of Personnel, designate certain positions which may be filled and in which incumbents may be paid at increments above starting salary in accordance with standards, established by the Department of Personnel, which reflect training and/or experience above the minimum required for the position.
- C. In the event that an appointment to a position is made at an increment step above starting salary as provided above all incumbents in the same position title who meet the experience standards shall be awarded increment increases to bring them in line with such appointee provided, however, no salary shall exceed the normal maximum of the salary grade for that position.

9. Reappointments, Promotions and Demotions

- A. General. No employee of the County shall suffer a loss in pay by accepting a subsequent appointment in the County service to a position which is allocated to a salary grade no lower than the employee's present one. Consequently, any such appointee shall be

paid the starting salary of the position or the employee's current salary, whichever is greater.

- B. Promotions. Whenever the reappointment of a County employee constitutes a promotional advance as defined by the Department of Personnel, such employee shall receive one increment increase in salary or the starting salary of the higher position whichever is greater.
- C. Reappointment to a Position allocated to a Lower Salary Grade. Whenever a County employee is subsequently appointed to another position which is allocated to a lower salary grade (including but not limited to demotion action) such employee shall be reduced in salary to the same increment step in the new grade as the employee was on in the former grade.
- D. Return to Original Position From Other Assignments. An employee who returns to the employee's original position after completing another assignment whether such be a temporary assignment or provisional promotion, shall be paid the employee's last salary in the employee's original position increased by an annual or longevity increments or general increases the employee would have been eligible for had the employee remained in such original position.
- E. An employee temporarily required or assigned to work in a duly established position allocated to a higher salary grade shall, after four (4) weeks, be paid the minimum salary authorized for such duly established position or one (1) increment above said employee's present salary, whichever is greater. Provided however that it is agreed and understood that such payment shall not constitute a grievance requiring the filling of such duly established position.

The intent is to restrict the use of 9.E above, to cases of individuals assigned to work in established, encumbered positions, when the incumbent is absent from work for an extended period of time.

10. Transfers and Reinstatements

- A. Transfers Within County Service. If an employee is transferred within the County Service, the employee shall continue to be paid the same salary.
- B. Transfers Into County Service. If an employee is transferred into the County Service, the employee shall normally be paid at the starting salary in the grade of the position to which the employee is transferred. However, if this salary is below that which the employee is being paid in the position from which transferred, the employee may, upon recommendation of the Department of Personnel and specific authorization of the Employer be paid up to the third increment step of the grade, due regard being given to the employee's total public service in the title in which transferred.
- C. Reinstatement From Former County Service. A reinstated County employee shall be paid at the increment level of the salary grade of

the position to which reinstated which is nearest that of the employee's former salary in the County position from which reinstated, provided however, no such employee shall be deprived of the effect of any general wage increases or subsequent grade reallocation upward. For purposes of salary administration, any former County employee, who has been rehired in the same or equivalent position title within one (1) year from the termination of the previous employment shall be paid as a reinstated County employee.

- D. Reinstatement From Other Jurisdictions. A former employee of another Civil division reinstated to a position in the County Service shall be paid in accordance with Section 10 (B) applying to transfers into the County Service.

11. Increment and Longevity Increases

- A. General. The service of each employee shall be reviewed by the department head or appointing authority for the purpose of determining whether such employee shall be recommended for an annual or longevity increment increase. All personnel records, including those pertaining to attendance and tardiness, shall be considered. Any increment which is not awarded as a result of an unfavorable evaluation of service when the employee would otherwise be eligible for such award may, in the discretion of the appointing authority, subsequently be awarded during the ensuing year without jeopardizing any subsequent award of an annual or longevity increment for which the employee would otherwise be eligible.
- B. Annual Increments. An employee shall be eligible for an annual increment on the anniversary date of the employee concerned, except that for employees who entered County service on or prior to September 1, 1968, annual increments shall be awarded on January 1.
 - (1) Only full time or part time permanent, provisional and temporary employees, in duly established positions, shall be eligible to receive an annual increment.
 - (2) No employee shall receive more than one (1) such increment during the year under the provisions of this section.
- C. An employee shall be eligible to receive a salary increase for longevity whenever the following conditions are met:
 - (1) The employee's current salary has reached the normal maximum salary of the employee's grade or exceeds it; and,
 - (2) The employee shall have completed five (5), ten (10), fifteen (15) twenty (20) or twenty-five (25) years of continuous service with the County to be eligible respectively, for the first, second, third, fourth and fifth longevity increment of the grade; provided, however, that no employee shall be eligible for the second or third longevity increment prior to the employee's having received,

respectively, the first and second longevity increment unless the employee's current salary is already in excess thereof; and,

- (3) The first longevity step shall be five per cent (5%) of the base salary listed on step E. Thereafter, each longevity step shall be five per cent (5%) above the prior step.
- (4) The employee is specifically recommended by the employee's appointing authority to receive the longevity increment; and,
- (5) No employee shall receive more than one (1) such increment during the year under the provisions of this section.

12. Additional Pay for Deputy Duties

- A. General Provisions. Subject to the limitations below, any employee who is duly designated to act for and in place of the employee's principal provided such principal is a department head or other appointing officer, shall, with the specific consent of the Employer in each instance, be entitled to receive one (1) additional increment in the salary grade to which the employee's permanent civil service position has been allocated, even though the maximum of the salary grade be exceeded. Such salary increment shall continue to be earned as long as the employee serves as a deputy and no limitations arise to prohibit payment for such services.

Any other salary actions taken pursuant to these Rules shall be determined by the salary grade allocation of the employee's position title without reference to this additional compensation.

- B. Limiting Provisions. Such increment differential shall be limited one (1) position in any department or office and shall apply only in those departments or offices which do not have a classified deputy or equivalent position whether specifically classified as such or so indicated in the position specification, unless more than one (1) such assistant position exists. No employee may receive an increment differential for more than one (1) deputy designation at the time.

ARTICLE XVII - APPENDIX C

GRIEVANCE PROCEDURE

1. DEFINITIONS: As used herein, shall have the following meaning:

- A. "Employer" - shall mean the County of Rockland.
- B. "Union" - shall mean the Rockland County District Attorney's Criminal Investigator's Association.
- C. "Employees" - shall mean any person or persons covered by the terms of this agreement.
- D. "Grievant" - shall mean an employee, group of employees, or the Union alleging to have a grievance.
- E. "Grievance" - shall mean any claimed violation, misinterpretation, or inequitable application of the Agreement, procedures, regulations, administrative orders or work rules of the "Employer," which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, provided, however, that such terms shall not include retirement benefits, or any other matter which is otherwise reviewable pursuant to law.
- F. "Business Day" - shall mean Monday through Friday, excluding Holidays.

2. GENERAL

- A. Each employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the Association at all stages of the Grievance Procedure.
- B. Written responses are required to be provided at all stages of the grievance procedure as set forth herein to the Grievant and Union on the form regularly used by the parties.
- C. No grievance shall be filed later than sixty (60) business days after the date on which the Union became aware of the act or omission giving rise to the grievance occurred.
- D. Each grievance shall contain a short, plain statement and specific reference(s) to the violation(s) alleged as set forth in Section 1 - Definitions, Subsection E, therein.
- E. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the County Executive

and Union agree, in writing, that such settlement shall have such an effect.

- F. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such settlement or award be retroactive to a date earlier than sixty (60) business days prior to the date that the grievance was first presented in accordance with paragraph "C" above.
- G. Failure by the Employer to meet the various time requirements specified herein shall result in advancing the grievance to the next step.

3. PROCEDURE

Step 1: Chief Assistant to the District Attorney

An Employee or the Union shall present the grievance, in writing, on the form attached hereto and made a part of this agreement, to the Chief Assistant to the District Attorney, not later than the date described in Section 2.C hereof. The Chief Assistant to the District Attorney shall forthwith, upon receiving the grievance, make a good faith effort to resolve same, including, as appropriate, discussions with the Employee(s), investigation and consultation with his/her superior. The Chief Assistant to the District Attorney shall reply to the Employee(s) or Union, in writing, on the grievance form, within seven (7) business days of receipt of the grievance.

Step 2: District Attorney

In the event an Employee and/or the Union wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the District Attorney within five (5) business days from the date of receipt of the Step 1 decision. The District Attorney shall conduct an informal hearing within seven (7) business days after receiving the appeal. The Union or Employee may appear at the hearing in order to present oral or written statements on argument. The District Attorney shall issue a written decision to the Employee and Union by the end of the third (3rd) business day after the close of said informal hearing.

Step 3: Arbitration

- A. In the event the Union wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the County Executive within five (5) business days from receipt of the Step 2 decision. The County Executive, or designee, shall forthwith process the demand by contacting, on a rotating basis, one of the following panel members to serve as the Arbitrator:

- | | |
|---------------------------|------------------------|
| 1. Benjamin Falcigno | 4. Joel Douglas |
| 2. Bonnie Siber Weinstock | 5. Martin Ellenberg |
| 3. Peter Prosper | 6. Michael Lewandowski |

- B. The arbitrator shall be required to hear the grievance(s) within sixty (60) days of notice. In the event that the arbitrator cannot meet the time limits set forth herein, the parties agree that the next arbitrator scheduled shall be contacted, and so on, until one of the panel members can meet the time requirements. In the event none of the panel members can meet the time requirements as set forth herein, the parties agree that the panel member who can hear the grievance at the earliest possible date shall serve as the arbitrator. The parties agree that either party reserves the right to request that a panel member be removed and submit a replacement name. However, the parties must mutually agree on a replacement before becoming a panel member.
- C. In the event an Employee wishes to appeal an unsatisfactory decision at Step 2, he/she shall be responsible for all costs related to arbitration, such as, but not limited to, their attorney or representative's costs, arbitrator's fees and disbursements and transcribed record, if any.
- D. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue(s) presented.
- E. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.
- F. The decision of the arbitrator shall be final and binding on the parties.
- G. All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE XIX - APPENDIX D

DISCIPLINARY PROCEDURE

1. The disciplinary procedure prescribed herein shall be available to all Employees as an alternative to Section 75 of the Civil Service Law. An Employee shall have the right to choose either Section 75 of the Civil Service Law or Arbitration as described herein, but not both procedures, to grieve such disciplinary action.
2. In the event the Employer sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the Employee. The disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) that warrant disciplinary action and the proposed sanction(s) shall be specifically contained in the notice of discipline.

The Union shall be provided with a copy of the Notice of Discipline at the same time as the affected employee(s).

The Notice of Discipline shall be accompanied by a written statement that:

"An Employee served with a Notice of Discipline has the right to object by filing a response within fifteen (15) calendar days, or by exercising his/her rights under Section 75 of the Civil Service Law."

"In the event that the Employee does object, then he/she must file a written notice of their choice of procedure, subject to the provisions stated above, with the Employer and the Union, no later than fifteen (15) calendar days after receiving the Notice of Discipline."

The alternative disciplinary procedure to Section 75 provides for a hearing by an independent arbitrator at its final state, which shall be final and binding."

"The Employee has the right to choose his/her representative, i.e., the Union, an attorney, or other representative, at every stage of the proceeding."

"In no event, however, shall an Employee who has been served with a Notice of Discipline be suspended without pay for a period in excess of thirty (30) calendar days."

3. An Employee may grieve a Notice of Discipline at Step 1 of the Grievance Procedure prescribed within Article XVII hereof, by requesting a meeting with the Chief Assistant to the District Attorney as prescribed therein, no later than fifteen (15) calendar days after receiving the Notice of Discipline. The meeting at which the Employee and/or representative may attend, shall be conducted at a mutually convenient date to the parties, but

in no event more than fifteen (15) calendar days after the date for the meeting was requested. The Chief Assistant to the District Attorney shall render a written decision no later than five (5) calendar days after such meeting.

4. An Employee may appeal the Chief Assistant to the District Attorney's decision by filing a notice with the District Attorney no later than fifteen (15) calendar days after receipt of the decision of the Chief Assistant to the District Attorney. The District Attorney shall hear the grievance of the Employee within fifteen (15) calendar days of such notice and shall render written determination within ten (10) calendar days thereafter. Within fifteen (15) days after the Employee receives the determination of the District Attorney, the Employee may demand independent arbitration by filing a notice with the Employer. The Employer shall forthwith notify the next eligible arbitrator as set forth in Article XVII, Appendix C, Grievance Procedure, Step 3, Arbitration.
5. The independent arbitrator shall hold a hearing at a mutually convenient date(s) agreeable to the parties' representatives. The affected Employee may be represented at the arbitration by the Union or individual(s) of his/her choosing who have been retained by the Employee, and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.
6. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion that are not essential in reaching the determinations. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.
7. The disciplinary action may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.
8. In the event arbitration is invoked, the arbitrator shall be selected in accordance with the procedures as set forth in Article XVII, Appendix C, Grievance Procedure, Step 3, Arbitration.
9. All fees and expenses of the arbitrator, if any, shall be paid by the Employer. In the event termination is sought by the Employer, the hearing shall have a transcribed record at no cost to the Employee or Union.

**ARTICLE VIII – CRIMINAL INVESTIGATOR SALARY SCHEDULE
EFFECTIVE 1/1/2007 – 12 /31/2010
BASE SALARY**

CRIMINAL INVESTIGATOR										
	<u>A/99</u>	<u>B/1</u>	<u>C/2</u>	<u>D/3</u>	<u>E/4</u>	<u>H(5YR)</u>	<u>I (10YR)</u>	<u>J (15 YR)</u>	<u>K (20 YR)</u>	<u>L (25 YR)</u>
1/1/2006*	\$34.078275	\$35.908425	\$37.385775	\$39.028500	\$40.395600	\$42.415380	\$44.536149	\$46.762956	\$49.101104	\$51.556159
2080	\$70,883	\$74,690	\$77,762	\$81,179	\$84,023	\$88,224	\$92,635	\$97,267	\$102,130	\$107,237
1/1/2007	\$35.100623	\$36.985678	\$38.507348	\$40.199355	\$41.607468	\$43.687841	\$45.872233	\$48.165845	\$50.574137	\$53.102844
2088	\$73,290	\$77,226	\$80,403	\$83,936	\$86,876	\$91,220	\$95,781	\$100,570	\$105,599	\$110,879
1/1/2008	\$36.153642	\$37.961324	\$39.859390	\$41.852360	\$43.944978	\$46.142227	\$48.449338	\$50.871805	\$53.415395	\$56.086165
2096	\$75,778	\$79,567	\$83,545	\$87,723	\$92,109	\$96,714	\$101,550	\$106,627	\$111,959	\$117,557
1/1/2009	\$36.876715	\$38.720551	\$40.656579	\$42.689408	\$44.823878	\$47.065072	\$49.418326	\$51.889242	\$54.483704	\$57.207889
2088	\$76,999	\$80,849	\$84,891	\$89,135	\$93,592	\$98,272	\$103,185	\$108,345	\$113,762	\$119,450
7/1/2009	\$37.614249	\$39.494961	\$41.469709	\$43.543194	\$45.720354	\$48.006372	\$50.406691	\$52.927026	\$55.573377	\$58.352046
2088	\$78,539	\$82,465	\$86,589	\$90,918	\$95,464	\$100,237	\$105,249	\$110,512	\$116,037	\$121,839
1/1/2010	\$38.366534	\$40.284861	\$42.299104	\$44.414059	\$46.634762	\$48.966500	\$51.414825	\$53.985566	\$56.684844	\$59.519086
2088	\$80,109	\$84,115	\$88,321	\$92,737	\$97,373	\$102,242	\$107,354	\$112,722	\$118,358	\$124,276
7/1/2010	\$39.133865	\$41.090558	\$43.145086	\$45.302340	\$47.567457	\$49.945830	\$52.443122	\$55.065278	\$57.818542	\$60.709469
2088	\$81,712	\$85,797	\$90,087	\$94,591	\$99,321	\$104,287	\$109,501	\$114,976	\$120,725	\$126,761

*Included for reference

**ARTICLE VIII – CRIMINAL INVESTIGATOR SALARY SCHEDULE
EFFECTIVE 1/1/2007 – 12 /31/2010
BASE SALARY**

SENIOR/CONFIDENTIAL CRIMINAL INVESTIGATOR										
	<u>A/99</u>	<u>B/1</u>	<u>C/2</u>	<u>D/3</u>	<u>E/4</u>	<u>H(5YR)</u>	<u>I (10YR)</u>	<u>J (15 YR)</u>	<u>K (20 YR)</u>	<u>L (25 YR)</u>
1/1/2006*	\$40.041973	\$42.192399	\$43.928286	\$45.858488	\$47.464830	\$49.838072	\$52.329975	\$54.946474	\$57.693798	\$60.578487
2080	\$83,287	\$87,760	\$91,371	\$95,386	\$98,727	\$103,663	\$108,846	\$114,289	\$120,003	\$126,003
1/1/2007	\$41.243232	\$43.458172	\$45.246134	\$47.234242	\$48.888775	\$51.333213	\$53.899874	\$56.594868	\$59.424611	\$62.395842
2088	\$86,116	\$90,741	\$94,474	\$98,625	\$102,080	\$107,184	\$112,543	\$118,170	\$124,079	\$130,283
1/1/2008	\$42.480529	\$44.604556	\$46.834783	\$49.176523	\$51.635349	\$54.217117	\$56.927972	\$59.774371	\$62.763089	\$65.901244
2096	\$89,039	\$93,491	\$98,166	\$103,074	\$108,228	\$113,639	\$119,321	\$125,287	\$131,551	\$138,129
1/1/2009	\$43.330140	\$45.496647	\$47.771480	\$50.160054	\$52.668057	\$55.301460	\$58.066533	\$60.969859	\$64.018352	\$67.219270
2088	\$90,473	\$94,997	\$99,747	\$104,734	\$109,971	\$115,469	\$121,243	\$127,305	\$133,670	\$140,354
7/1/2009	\$44.196743	\$46.406579	\$48.726908	\$51.163253	\$53.721416	\$56.407487	\$59.227862	\$62.189256	\$65.298718	\$68.563654
2088	\$92,283	\$96,897	\$101,742	\$106,829	\$112,170	\$117,779	\$123,668	\$129,851	\$136,344	\$143,161
1/1/2010	\$45.080677	\$47.334712	\$49.701447	\$52.186519	\$54.795845	\$57.535638	\$60.412419	\$63.433040	\$66.604692	\$69.934926
2088	\$94,128	\$98,835	\$103,777	\$108,965	\$114,414	\$120,134	\$126,141	\$132,448	\$139,071	\$146,024
7/1/2010	\$45.982291	\$48.281406	\$50.695476	\$53.230250	\$55.891762	\$58.686350	\$61.620668	\$64.701702	\$67.936787	\$71.333626
2088	\$96,011	\$100,812	\$105,852	\$111,145	\$116,702	\$122,537	\$128,664	\$135,097	\$141,852	\$148,945

*Included for reference

**ARTICLE VIII – CRIMINAL INVESTIGATOR SALARY SCHEDULE
EFFECTIVE 1/1/2007 – 12 /31/2010
INCLUDING CLOTHING ALLOWANCE**

<u>CRIMINAL INVESTIGATOR</u>										
	<u>A/99</u>	<u>B/1</u>	<u>C/2</u>	<u>D/3</u>	<u>E/4</u>	<u>H(5YR)</u>	<u>I (10YR)</u>	<u>J (15 YR)</u>	<u>K (20 YR)</u>	<u>L (25 YR)</u>
1/1/2006*	\$34.978275	\$36.808425	\$38.285775	\$39.928500	\$41.295600	\$43.315380	\$45.436149	\$47.662956	\$50.001104	\$52.456159
2080	\$72,755	\$76,562	\$79,634	\$83,051	\$85,895	\$90,096	\$94,507	\$99,139	\$104,002	\$109,109
1/1/2007	\$36.000623	\$37.885678	\$39.407348	\$41.099355	\$42.507468	\$44.587841	\$46.772233	\$49.065845	\$51.474137	\$54.002844
2088	\$75,169	\$79,105	\$82,283	\$85,815	\$88,756	\$93,099	\$97,660	\$102,449	\$107,478	\$112,758
1/1/2008	\$37.053642	\$38.861324	\$40.759390	\$42.752360	\$44.844978	\$47.042227	\$49.349338	\$51.771805	\$54.315395	\$56.986165
2096	\$77,664	\$81,453	\$85,432	\$89,609	\$93,995	\$98,601	\$103,436	\$108,514	\$113,845	\$119,443
1/1/2009	\$37.776715	\$39.620551	\$41.556579	\$43.589408	\$45.723878	\$47.965072	\$50.318326	\$52.789242	\$55.383704	\$58.107889
2088	\$78,878	\$82,728	\$86,770	\$91,015	\$95,471	\$100,151	\$105,065	\$110,224	\$115,641	\$121,329
7/1/2009	\$38.514249	\$40.394961	\$42.369709	\$44.443194	\$46.620354	\$48.906372	\$51.306691	\$53.827026	\$56.473377	\$59.252046
2088	\$80,418	\$84,345	\$88,468	\$92,797	\$97,343	\$102,117	\$107,128	\$112,391	\$117,916	\$123,718
1/1/2010	\$39.266534	\$41.184861	\$43.199104	\$45.314059	\$47.534762	\$49.866500	\$52.314825	\$54.885566	\$57.584844	\$60.419086
2088	\$81,989	\$85,994	\$90,200	\$94,616	\$99,253	\$104,121	\$109,233	\$114,601	\$120,237	\$126,155
7/1/2010	\$40.033865	\$41.990558	\$44.045086	\$46.202340	\$48.467457	\$50.845830	\$53.343122	\$55.965278	\$58.718542	\$61.609469
2088	\$83,591	\$87,676	\$91,966	\$96,470	\$101,200	\$106,166	\$111,380	\$116,856	\$122,604	\$128,641

*Included for reference

**ARTICLE VIII – CRIMINAL INVESTIGATOR SALARY SCHEDULE
EFFECTIVE 1/1/2007 – 12 /31/2010
INCLUDING CLOTHING ALLOWANCE**

<u>SENIOR/CONFIDENTIAL CRIMINAL INVESTIGATOR</u>										
	<u>A/99</u>	<u>B/1</u>	<u>C/2</u>	<u>D/3</u>	<u>E/4</u>	<u>H(5YR)</u>	<u>I (10YR)</u>	<u>J (15 YR)</u>	<u>K (20 YR)</u>	<u>L (25 YR)</u>
1/1/2006*	\$40.941973	\$43.092399	\$44.828286	\$46.758488	\$48.364830	\$50.738072	\$53.229975	\$55.846474	\$58.593798	\$61.478487
2080	\$85,159	\$89,632	\$93,243	\$97,258	\$100,599	\$105,535	\$110,718	\$116,161	\$121,875	\$127,875
1/1/2007	\$42.143232	\$44.358172	\$46.146134	\$48.134242	\$49.788775	\$52.233213	\$54.799874	\$57.494868	\$60.324611	\$63.295842
2088	\$87,995	\$92,620	\$96,353	\$100,504	\$103,959	\$109,063	\$114,422	\$120,049	\$125,958	\$132,162
1/1/2008	\$43.380529	\$45.504556	\$47.734783	\$50.076523	\$52.535349	\$55.117117	\$57.827972	\$60.674371	\$63.663089	\$66.801244
2096	\$90,926	\$95,378	\$100,052	\$104,960	\$110,114	\$115,525	\$121,207	\$127,173	\$133,438	\$140,015
1/1/2009	\$44.230140	\$46.396647	\$48.671480	\$51.060054	\$53.568057	\$56.201460	\$58.966533	\$61.869859	\$64.918352	\$68.119270
2088	\$92,353	\$96,876	\$101,626	\$106,613	\$111,850	\$117,349	\$123,122	\$129,184	\$135,550	\$142,233
7/1/2009	\$45.096743	\$47.306579	\$49.626908	\$52.063253	\$54.621416	\$57.307487	\$60.127862	\$63.089256	\$66.198718	\$69.463654
2088	\$94,162	\$98,776	\$103,621	\$108,708	\$114,050	\$119,658	\$125,547	\$131,730	\$138,223	\$145,040
1/1/2010	\$45.980677	\$48.234712	\$50.601447	\$53.086519	\$55.695845	\$58.435638	\$61.312419	\$64.333040	\$67.504692	\$70.834926
2088	\$96,008	\$100,714	\$105,656	\$110,845	\$116,293	\$122,014	\$128,020	\$134,327	\$140,950	\$147,903
7/1/2010	\$46.882291	\$49.181406	\$51.595476	\$54.130250	\$56.791762	\$59.586350	\$62.520668	\$65.601702	\$68.836787	\$72.233626

*included for reference