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Title: **St. Lawrence County and Solid Waste Department Unit 8427, CSEA Local 1000, AFSCME, AFL-CIO (2006)**

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Union: **Solid Waste Department Unit 8427, CSEA, AFSCME, AFL-CIO**

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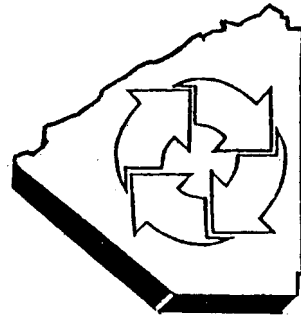
AGREEMENT

BETWEEN

THE COUNTY OF ST. LAWRENCE



-AND-



CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

UNIT 8427

SOLID WASTE DEPARTMENT

RECEIVED

1/1 - 12/31
2006 - 2008

JUN 19 2006

NYSPUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE I: PREAMBLE

St. Lawrence County, hereinafter referred to as the "County" and the Civil Service Employees Association, Inc. Local 1000 AFSCME/AFL-CIO, hereinafter referred to as the "Association," declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its Solid Waste Department employees the principal of collective bargaining is to be employed pursuant to the New York State Employee's Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of the New York State or Federal Laws.

JANUARY 2006

ARTICLE II: RECOGNITION

Section 1. The County recognizes the Civil Service Employee's Association Inc., Local # 1000, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining and grievances for the members of the bargaining unit as defined in Article III.

Section 2. The County shall deduct from the wages of employees within the bargaining unit regular membership dues, insurance premiums, credit union deductions, savings bonds, life insurance savings plan, and deferred income savings plan, as authorized by individual members of the bargaining unit. Other deductions, as are mutually agreed upon for those members of the bargaining unit who have signed authorizations permitting such payroll deductions, may also be deducted. The County shall remit appropriate deductions to the CSEA, Inc., in the manner and form mutually agreed upon by the Association and the County.

Separate deductions will be made for membership dues, agency shop fees, Group Life, Accident and Sickness, and Supplemental Life insurances and will be reflected separately on the employees' paycheck stubs. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number, and dollar amount deducted for dues, agency shop fees, and for each insurance program appropriate to the Association.

Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:

- A = Membership dues payable to CSEA, Inc.
- B = Agency Shop fees payable to CSEA, Inc.
- C = Group Life Insurance to Pearl Carroll & Associates.
- D = Accident and Sickness Insurance payable to Pearl Carroll & Associates.
- E = Supplemental Life Insurance payable to Pearl Carroll & Associates.

Section 3. The CSEA, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made to it from the wages or salaries of the members of said bargaining unit in the amount equivalent to the membership dues levied by the CSEA, Inc. The County shall make such deductions and transmit the amount so deducted along with a listing of such members of the bargaining unit to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12224. CSEA agrees to hold the County safe and harmless because of said deductions. County employees who are defined by this contract as permanent full-time or permanent part-time shall have union dues and/or agency shop fees deducted as per direction of the Civil Service Employees Association, Inc. County employees who are permanent full-time or permanent part-time employees will be members of the bargaining unit except those excluded in Article III. Permanent full-time employees are operational employees who work forty (40) hours per week and administrative employees who work thirty-seven and one half (37.5) hours per week. Permanent part-time employees are operational or administrative employees who are employed by the County for six (6) consecutive months for a minimum of 20 hours per week.

Section 4. The President and the Head Shop Steward of the Association will be informed of the names of all new employees in the bargaining unit within two (2) weeks of their employment. An Association representative will be provided time to present a new employee with his/her contract and to provide orientation to his/her contract rights and benefits.

ARTICLE III: COLLECTIVE BARGAINING UNIT

Section 1. The County has recognized the Solid Waste Department Unit, CSEA, Inc., as the sole and exclusive bargaining unit for all Solid Waste Department employees except those listed as excluded. Excluded titles include: Director of Solid Waste, Administrative Assistant to the Director of Solid Waste, Principal Fiscal Officer, Engineer, Recycling Coordinator/Compliance Officer and Operations Manager. The County further agrees that all newly created positions, not defined as Department Head or Management Confidential (which will be specified by resolution of the County), will be in the bargaining unit. Should the County or the Association disagree on the inclusions of title(s), such dispute will be referred to the Labor Management Committee, and its decision will be binding on both parties.

Section 2. The County and the Association shall establish a joint Labor Management Committee for the purpose of providing communication, discussion, and resolution of problems between the County and the members of the bargaining unit. The membership of the Labor Management Committee shall consist of the County's Director of Solid Waste, one member of the County's Board of Legislators and two members appointed by the Association.

The Labor Management Committee normally meets at least once a month. Meetings may be called with three (3) working days written notice to the County and the Association representatives. The problems referred to the Committee shall be resolved within seven (7) working days from the date received. Both the County and the Association shall have the option of moving the problem to the last step of the Grievance Procedure, if the problem cannot be mutually resolved. Time limits may be extended by mutual agreement of the parties.

The parties agree that the following procedures shall govern Labor Management Committee proceedings:

- A. Meetings shall be limited to no more than two (2) hours.
- B. No more than three (3) items shall appear on a meeting agenda, to be submitted 24 hours in advance of the meeting to the other party.
- C. Agenda items shall not be carried over in subsequent meetings unless mutually agreed.

ARTICLE IV: RIGHTS AND RESPONSIBILITIES

The intent and purpose of the Article within is to set forth the Rights and Responsibilities of the County, as well as those of the Association. Nothing contained herein shall deprive the County or the Association of any protection and/or rights afforded them under the contract, the New York State Civil Service Law, nor any other applicable law.

Section 1. Rights And Responsibilities Of The County

A. Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including but not limited to: the right to determine the mission, purposes, objectives, and policies of the County, to determine the facilities, methods, means, and number of personnel required to conduct the

County programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to the law; to direct, deploy and utilize the work force (work location not being a term or condition of employment - employees may be assigned, as needed, to any of the currently operating County facilities, such assignments being based upon seniority within the affected class of employees at that facility from which the transfer is originating); to establish specifications for each class of positions and to classify or re-classify and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

B. The County shall so administer its obligations under this Agreement in a manner, which shall be fair and impartial to all members of the bargaining unit and shall not discriminate against any member of the bargaining unit by reason of sex, nationality, race, creed, or union affiliation.

Section 2. Rights And Responsibilities Of The Employee Association

A. Members of the bargaining unit shall have the right to form, join, and participate in or to refrain from joining or participating in any employee organization free from interference, coercion, restraint, discrimination, or reprisal.

B. The Association has the right to represent all employees within the bargaining unit on any matter concerning the terms and conditions of employment within the law and the limits of this Agreement.

However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Association membership, from bringing matters of personal concern directly to the attention of the appropriate management personnel.

C. The Association has the right either as a representative of any employee, or as an observer, to have at least one, but not more than two, individuals present at any grievance or appeal hearing involving an employee who is determined to be in the bargaining unit. However, an employee shall have an unqualified right to choose his/her own representative so long as said representative does not represent a competing organization or to determine that he/she does not desire representation in a grievance or appeal hearing. An Association representative shall be present at all hearings.

D. The Association has the right to honestly and fairly represent any employee within the bargaining unit concerning the terms of the Agreement whether or not such employee is a member of said Association.

E. The Association has the right to appoint or elect representatives to conduct Association business during working hours and time off will be allowed from their regular employment at no charge to any leave credits, but only within the limits established in the Agreement. Association business includes, but is not limited to, contract negotiations, grievances, disputes, working conditions, grade allocations, administration of said Agreement, appearances before County Board of Legislators, Grievance Board, and Appeals Board. Grievance Procedure is attached to this Agreement as Article XXIV.

F. The Association representative and the Association President shall be granted time off during working hours for the conduct of Association business limited to the affairs of the bargaining unit only, not to exceed seventy-five (75) hours cumulatively annually.

G. The Association shall have the right to elect Shop Stewards on all job sites included within the bargaining unit. The Association shall provide a written list of such Association representatives to the County immediately after their election or designation. There shall be no requirement on the part of the County to recognize any representative until such time as the official list has been delivered to the County.

H. The Association affirms its responsibility that it does not assert the right to strike against the County, nor to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

I. Leave with pay shall be granted to appointed Association representatives to attend official Association functions. Written notification to the Director of Solid Waste must be presented by the President of the Association at least five (5) days in advance of the requested leave days. No more than three (3) representatives of the Association will be granted such leave at one time, not to exceed one hundred (100) hours of leave cumulatively annually.

ARTICLE V: PAYROLL PERIOD

The County has established a payroll period of two (2) weeks, with each period beginning on a Saturday and ending on a Friday. Members of the bargaining unit are responsible for completing and submitting an accurate time sheet every two (2) weeks. Payroll checks are issued on the Friday following the end of the pay period. Deductions withheld from the bi-weekly payroll checks include U.S. Income Tax, New York State Income Tax, FICA, NYS Retirement System contributions (depending on membership and tier level), and health insurance coverage fees in addition to other deductions as specified in Article II Section 2.

ARTICLE VI: HOURS OF WORK

Section 1. The administrative members of the bargaining unit will work a seven and one half (7.5) hour day between the hours of 8:00 a.m. and 4:00 p.m. The required work week for administrative staff will be Monday through Friday and thirty-seven and one half (37.5) hours in duration.

The work week for operational employees (site crew leaders, heavy equipment operators and sanitary landfill attendants) will be Monday through Friday. Operational employees who are required to work on Saturday or Sunday will be paid at a rate of one and one half (1 1/2) times their regular rate of pay.

Section 2. The compensation of all administrative employees is by annual salary, not an hourly wage. The Director of Solid Waste may require administrative employees to work in excess of seven and one-half (7.5) hours per day, if necessary. Required work performed by such administrative employees (Secretary, Account Clerk, Keyboard Specialist or similar title)

which has been approved by the Director of Solid Waste, and which exceeds seven and one-half (7.5) hours in one day, will be compensated either by accrual of compensatory time, or by direct payment at the employee's effective hourly rate, at the Director of Solid Waste's option. If an administrative employee works in excess of forty (40) hours per week, approved work will be compensated either by accrual of compensatory time, or by direct payment at a rate of one and one-half (1.5) times the employee's effective hourly rate, at the Director of Solid Waste's option.

Section 3. Compensatory time will be administered as follows: time will be credited and must be used on a time-for-time basis in no less than one-half (0.5) hour increments. Compensatory time must be used within sixty (60) days of accrual and usage is subject to prior approval of the Director of Solid Waste. Unused time will be forfeited, if not used within sixty (60) days. The compensatory time records shall be kept on a "first in, first out" basis. An employee will not be compensated for accumulated compensatory time not utilized upon termination of employment with the County.

Section 4. Work performed by operational employees that exceeds forty (40) hours per week will be compensated by direct payment at a rate of one and one-half times (1.5) the employee's effective hourly rate. The County will distribute overtime within the Solid Waste Department in a manner, which it determines to be in the best interest of efficient operation of all County facilities.

A truck driver rotation schedule will be implemented which will meet the following basic guidelines:

- A. the rotation schedule will ensure that all drivers are familiar with all routes,
- B. the rotation schedule shall ensure that overtime is distributed amongst drivers on a roughly equivalent basis.

The County shall not change truck driver's schedule to four (4) ten hour days without the written concurrence of the CSEA. The County reserves the right to require overtime to meet operational needs.

An existing rotation schedule shall not be changed without the concurrence of the majority of drivers and the Director of the Solid Waste Department who shall meet in a Labor Management form.

The Director of the Solid Waste Department shall have the right and responsibility to alter the rotation schedule to meet emergency situations or vacation or sick time off.

Section 5. Members of the bargaining unit required to work on a designated holiday shall receive pay at a rate of 2 1/2 times their regular rate of pay.

ARTICLE VII: HOLIDAYS

Section 1. Members of the bargaining unit will be granted the following nine (9) holidays, with pay:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Section 2. (a.) In addition, for administrative employees, the Director of Solid Waste will designate another paid holiday at the beginning of each calendar year. Operational employees, who are members of the bargaining unit, will receive as a paid holiday his/her birthday. Should a member of the bargaining unit in the Solid Waste Department have a birthday which falls on a Sunday or holiday, he/she shall be entitled to take another day off later within that pay period, subject to approval of the Director of Solid Waste.

(b.) In addition, all employees will be granted two (2) additional floating holidays. These holidays will be coordinated so that operations of the Department shall not be seriously impacted.

ARTICLE VIII: VACATION LEAVE

Members of the bargaining unit will accrue vacation leave as follows:

Section 1. Upon completion of six (6) months of continuous service, members of the bargaining unit will be credited with five (5) days of vacation leave. Thereafter, administrative members of the bargaining unit shall earn and accumulate vacation leave at a rate of six and one-quarter (6.25) hours per month of service. Operational members of the bargaining unit shall earn and accumulate vacation leave at a rate of six and seventy-five (6.75) hours per month of service.

Regular full-time members of the bargaining unit shall also earn and up to the completion of each full year of continuous service be credited with additional vacation leave in accordance with the following schedule:

<u>Completed years of Continuous Service</u>	<u>Additional Vacation Leave</u>
1	4 days
2	5 days
3	6 days
4	7 days
5	8 days

6	9 days
7	10 days
8	11 days
9 (and each subsequent year thereafter)	12 days

Part-time permanent members of the bargaining unit, as defined in Article II, Section 3, shall accrue vacation time on a pro-rated basis upon completion of six (6) months of continuous service.

Section 2. Maximum accrued vacation leave is two hundred forty (240) hours. Once the two hundred forty (240) hours vacation leave limit is reached, there will be NO further accrual of vacation leave. Payment in lieu of vacation leave is not permitted, except at the termination of employment, at which time a member of the bargaining unit will be compensated for accrued vacation leave not exceeding two hundred forty (240) hours.

Section 3. The use of vacation leave is subject to the approval of the Director of Solid Waste. The use of vacation leave is not permitted during the first six (6) months of employment, since no vacation leave accrues during this time. The Director of Solid Waste may permit members of the bargaining unit in the administrative offices to take accrued vacation leave in one (1) hour increments. Because the County must not understaff its field facilities, the taking of accrued vacation leave by members of the bargaining unit in the Solid Waste Department shall be subject to approval of the Director of Solid Waste.

Section 4. Unless determined otherwise by the Director of Solid Waste, members of the bargaining unit in the Solid Waste Department may take accrued vacation leave in four (4) hour increments only. Furthermore, to prevent multiple requests for vacation leave on the same day creating inefficient management of the County's field facilities, the immediate supervisor, in consultation with the Director of Solid Waste, may implement a seniority based bidding system which gives more senior employees preferential rights to vacation days in the case of multiple requests for vacation leave.

Section 5. A regular full-time or regular part-time employee may be paid the monetary value of five (5) days vacation by charging it against vacation accruals if:

1. They take ten (10) or more consecutive days of vacation within a calendar year (Holidays and Weekends do not count), OR
2. They take two (2) periods of five (5) consecutive days of vacation within a calendar year. The periods must be Monday through Friday unless the employee has other than a regular Monday through Friday work schedule in which case the periods must be his/her normal work week. (Holidays do not count).

In both cases, the vacation time must be requested in writing stating that options in this section are being exercised. If the employee wishes to be paid in advance of the first vacation day this request must be made thirty (30) days prior to the first vacation day. Once an employee has selected options under this section and has been paid, the vacation dates shall not be changed or canceled.

This section may be exercised by an eligible employee only once each calendar year. Vacation time is subject to Department Head approval as described in Section 3 of this Article.

ARTICLE IX: SICK LEAVE

Section 1. Each member of the bargaining unit in the administrative offices of the County will earn and accumulate sick leave at a rate of seven and one-half (7.5) hours for each month of service. Each member of the bargaining unit in the Solid Waste Department of the County shall earn and accumulate sick leave at a rate of eight (8.0) hours for each month of service. Effective January 1, 2000 and after twelve (12) years of service each member of the bargaining unit shall earn and accumulate sick leave at a rate of five (5) hours per pay period. Sick leave shall not accumulate beyond one thousand nine hundred fifty (1,950) total hours. Members of the bargaining unit are encouraged to accumulate sick leave for their own protection in the event of a long absence caused by a serious illness. A physician's certificate may be required when a member of the bargaining unit uses sick leave for three (3) consecutive days, or at any time when proof of illness is requested by the Director of Solid Waste. The cost of obtaining such physician's certificate shall be borne by the member of the bargaining unit. If the physician's certificate is not provided when requested, the member of the bargaining unit shall not be allowed to return to work and shall be put on unpaid leave of absence status until the physician's certificate is provided.

Section 2. Sick leave shall be granted to a member of the bargaining unit for the following reasons: personal illness, bodily injury, exposure to contagious diseases, and attendance upon members of the immediate family whose illness requires the care of said member. Immediate family shall include spouse, minor children or adult children living in the member's home.

Part-time permanent members of the bargaining unit, as defined in Article II, Section 3, shall accrue sick leave on a pro-rated basis upon completion of six (6) months of continuous service.

Section 3. When a member of the bargaining unit finds it necessary to be absent for sick leave, it is the member's responsibility to notify the County. Notification must be made to the County at least fifteen (15) minutes prior to the start of the employee's work day. For this purpose, an answering machine will be activated at the Ogdensburg Transfer Station which the members of the bargaining unit may utilize to report in sick. The members of the bargaining unit shall leave a message which shall include his/her name and his/her assigned work location for that day. Such notification must be given for each day of absence unless the employee is hospitalized, institutionally confined, has a doctor's excuse, or has been excused from this provision by the Director of Solid Waste. Sick leave shall not be granted unless such report is made.

Section 4. When a holiday falls within a sick leave period, no sick leave credit charge shall be made for that day.

Section 5. All new members of the bargaining unit appointed must complete six (6) months of continuous service in order to be eligible to use his/her sick leave credit. However, the accumulation of sick leave credit shall be retroactive to the date of the regular employment. In the event any member of the bargaining unit, because of personal illness, bodily injury, or

exposure to contagious diseases, is absent or hospitalized due to job-related causes, sick leave credit shall be granted immediately.

Section 6. Upon exhaustion of all leave credits, extended sick leave shall be granted to a permanent employee at one-half (1/2) his/her normal salary at the rate of one (1) month for each completed two (2) years of service up to a maximum of six (6) months. Extended sick leave is a one-time benefit. Once a total of six (6) months is used, it does not accrue again. No vacation or sick time shall accrue while on extended sick leave.

Section 7. Accumulated sick leave may be utilized to extend the employee's service time as per the rules of the New York State Retirement System upon the member of the bargaining unit leaving the County's employment on retirement.

Employees who retire with 1,500 or more hours of unused sick time may use the cash value to pay up to a maximum of five years of health insurance premiums. The actual amount of unused sick time that may be utilized under this section will equal the employee's unused sick time at the time of retirement minus any amount utilized to extend the employee's service time by the New York State Retirement System (i.e. the up to 165 days of unused, unpaid sick leave credited under Section 41-J of the rules of the New York State Retirement System). This section is effective the date this contract is signed, and only applies to employees who retire after the signing of this contract. This section does not apply to any health care costs (co-pays, deductibles, etc.) other than the health insurance premiums established of the St. Lawrence County Health Insurance Plan.

Employees must elect to utilize the benefit provided under this section at the time of retirement. The benefit provided by this section in any case shall not extend beyond the death of the retired employee.

Except as allowed for in this section, a member of the bargaining unit will not be compensated for accumulated sick leave not utilized upon termination of employment with the County.

Section 8. The Union may develop a proposed procedure that would allow members of the bargaining unit to donate sick days to fellow employees if needed in instances of catastrophic illness. Any proposal shall be submitted to the County Administrator within six (6) months of the signing of this contract. If these procedures are not approved by the County and the Union by December 31, 2006, this section becomes null and void.

ARTICLE X: MILITARY LEAVE

Section 1. Up to fifteen (15) days of annual leave for military service is authorized for members of the bargaining unit. The member will have the following options for payment during this leave:

- A. Gross payment for leave equal to the member's regular gross pay minus gross pay derived from military service;
- B. Full pay will be provided for a member of the bargaining unit on military leave to the extent that accumulated vacation leave is utilized.

Section 2. It is the member's responsibility to submit all appropriate documentation for either choice to the Director of Solid Waste.

ARTICLE XI: JURY DUTY

A member of the bargaining unit summoned to serve on a jury will be paid by the County his/her regular gross pay minus the gross pay provided for the jury duty. Employees must show the total amount of gross pay provided for the jury duty to the Director of Solid Waste.

ARTICLE XII: BEREAVEMENT LEAVE

Members of the bargaining unit are entitled to take paid bereavement leave of three (3) days for the death of the member's spouse, child, step-child, parent, brother, sister, father-in-law, mother-in-law, and/or sister/brother-in-law. One (1) day of paid bereavement leave will be granted for the death of the member's grandparent, grandchild, aunt or uncle.

ARTICLE XIII: MATERNITY LEAVE

Maternity Leave: A member of the bargaining unit who has been employed by the County for 26 weeks or more, shall be granted a leave of absence without pay for a period of up to six (6) months for the birth of a child. The Director of Solid Waste and the member of the bargaining unit shall decide when the leave shall begin and the length of the leave. A physician's statement of physical fitness must be provided to the employer if a member of the bargaining unit wishes to continue to work beyond the sixth (6th) month of pregnancy. The member of the bargaining unit shall be allowed to reduce the 6-month period of leave, or other designated period, by using any or all of her earned sick leave credits. A physician's statement shall be required prior to the return of the member of the bargaining unit to work.

Parenting Leave: A member of the bargaining unit who has been employed by the County for 26 weeks or more, may be granted a leave of absence without pay for a period of up to six (6) months after the birth or adoption of a child. The Director of Solid Waste and member of the bargaining unit shall decide when the leave shall begin and the length of such leave.

ARTICLE XIV: PERSONAL LEAVE

Section 1. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation leave. Members of the bargaining unit shall be entitled to personal leave of twenty-four (24) hours per year. This leave is credited to members on the first payroll of a given year. New employees will be credited with prorated personal leave based upon the number of months remaining in the calendar year, but new employees must serve six months of continuous service before being eligible to use any personal leave.

Section 2. Personal leave is not cumulative, and any unused personal leave remaining at the end of a calendar year shall be canceled. Unused personal leave shall not be liquidated in cash at the time employment is terminated, regardless of the reason for termination. Personal leave may only be used after approval in advance by the Director of Solid Waste. Requests for the use of personal leave must be submitted to the Director of Solid Waste at least twenty-four (24) hours prior to the date leave is requested. The Director of Solid Waste can, however, due to the nature of this leave, waive this requirement at his/her sole discretion. Should the Director of Solid Waste believe that an employee has abused his/her personal leave, he/she may be required to submit at least a three (3) day notice of intention to take personal leave.

ARTICLE XV: LEAVE WITHOUT PAY

Section 1. A leave of absence, educational or otherwise, without pay, not to exceed one (1) year, may be granted to a member of the bargaining unit with the approval of the Director of Solid Waste.

Section 2. During a leave of absence without pay, there is no accrual of vacation credit, sick leave credit, or other leave credit, nor any retirement credit.

Section 3. During a leave of absence without pay, subject to and consistent with the Group Health Insurance Plan, coverage may be continued provided direct payment of the premium as established by the County is made as prescribed. Failure to make timely premium payments will result in cancellation of coverage.

Section 4. Upon the expiration of the leave of absence without pay, the member of the bargaining unit shall be reinstated to the position which he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

Section 5. Any member of the bargaining unit who requests leave under this Article should do so at least eight (8) weeks prior to the beginning of such leave.

ARTICLE XVI: RESIGNATIONS

Members of the bargaining unit must notify the Director of Solid Waste in writing at least two (2) weeks prior to the effective date of resignation. This notice should state the reason for the resignation. Members of the bargaining unit should submit accrued vacation compensation requests and health insurance documentation at the time of resignation so that the County can verify all claims for reimbursement.

ARTICLE XVII: HEALTH INSURANCE

Section 1. Effective March 1, 2002, the County will implement a new Preferred Provider Plan. This plan will be self-insured by the County. The County will assume 100% of the premium charge for the eligible employees health coverage and 70% of the premium charge for the eligible dependents' health coverage. All Employees shall pay an additional \$3 per pay period contribution toward such health insurance coverage. The health insurance plan will

include a prescription drug provision. The calendar year individual maximum benefit, in-network and out of network combined, shall be \$1,000,000. The lifetime individual maximum benefit, in-network and out of network combined, shall be unlimited.

Effective July 1, 2006, the County will implement a Managed Three Tiered Formulary Plan for Prescriptions. The County will provide training for all employees. The Prescription co-pays will be as follows:

	Generic	Formulary	Non-Formulary
Retail	\$7.00	\$15.00	\$30.00
Mail Order	\$7.00	\$30.00	\$60.00

Effective January 1, 2006, CanaRx Services, Inc. is approved as an allowable vendor for mail order prescribed medication expenses for all participants of the St. Lawrence County Health Plan. The co-pay for mail order prescriptions shall be waived for purchases facilitated through CanaRx Services, Inc. St. Lawrence County shall not be responsible for providing training and/or distributing forms to plan participants. The plan participant shall bear this responsibility personally or in conjunction with the Union. St. Lawrence County and the Union both reserve the right to cancel the approved vendor status of CanaRx for any reason with thirty-day notice to the other party.

Section 2. The County agrees to appoint a liaison with the Health Plan Administrator, suitably trained and responsive to assist employees.

Section 3. The County agrees to provide all current and future employees with an updated booklet explaining coverages provided for in the County Health Plan.

Section 4. Disability insurance will also be provided for all members of the bargaining unit as required by New York State law.

Section 5. The County agrees to provide, at no cost to the employee, the CSEA Dental Plan, for all employees. Said Dental Plan shall be administered exclusively by the CSEA Employee Benefit Fund. The employee may enroll in family coverage at total cost to the employee. The County agrees to provide the employee CSEA Employee Benefit Fund Horizon Dental Plan for all employees. County agrees to allow for payroll deductions for employee family enrollment.

Section 6. The County agrees to provide a Flexible Benefit Plan (IRS Section 125). Appropriate insurance premium shall be a mandatory part of the plan for all employees.

Section 7. (a.) The County agrees to allow payroll deduction for such insurance referred to in Section 6 of this Article in accordance with Article II, Section 2.

(b.) Effective upon the date of the signing of this contract, the County agrees to provide, at no cost to the employee, the CSEA Platinum 12 composite Rate Vision Plan. NOTE: The annualized cost to the County for this plan will be \$206.16 per employee from January 1, 2006 through June 30, 2006; and \$222.60 per employee from July 1, 2006 through June 30, 2007.

ARTICLE XVIII: OTHER BENEFITS

Section 1. All members of the bargaining unit will be covered by unemployment insurance as required by law. All full-time permanent members of the bargaining unit must participate in the New York State Retirement System. The County is a member of the St. Lawrence Federal Credit Union, which provides a variety of financial services (consult the Credit Union for specific services).

Section 2. The County also provides a Tuition Reimbursement Plan for eligible members of the bargaining unit (consult actual plan for specific details). In the Tuition Reimbursement Plan, the Director of Solid Waste may, within the County's annual appropriation for tuition reimbursement (if any), authorize reimbursement for member's tuition only for courses which bear a demonstrated direct and clear relationship with specific job duties which the member of the bargaining unit is currently fulfilling or will be expected to fulfill in the near future.

ARTICLE XIX: PROBATIONARY PERIOD

All new members of the bargaining unit will be subject to a probationary employment period which will coincide with the St. Lawrence County Rules of Classified Civil Service.

ARTICLE XX: EVALUATIONS

All members of the bargaining unit are entitled to an annual performance evaluation. In addition, all new members of the bargaining unit will also receive a performance evaluation at the end of their probationary period. Performance reviews for members of the bargaining unit will be conducted by the appropriate immediate supervisor and reviewed by the Director of Solid Waste. All performance reviews should be conducted before the beginning of a new calendar year. The County's Director of Solid Waste shall determine the nature of the performance review instrument. All performance reviews will be placed in the member's Personnel Files. Members of the bargaining unit will be given appropriate notice in advance of such reviews and will be given opportunity to review and respond to the evaluations before they are placed in their respective Personnel Files.

ARTICLE XXI: LAYOFF, RECALL AND POSTING

Section 1. All lay-offs and recalls shall be subject to Civil Service Law.

The County will notify the President of the Association before any lay-offs occur.

Lay-offs for labor and non-competitive classes shall be the same as for competitive class employees.

Section 2. If a vacancy occurs within the labor and non-competitive classification within the Solid Waste Department, the following procedure shall prevail:

A. The job to be filled will be posted on the bulletin board for a period of three (3) working days. The posting will show (1) - job title, (2) - rate of pay, and (3) - a space for interested members of the bargaining unit to sign their names.

B. After three (3) working days, a qualified member of the bargaining unit (qualification to be based upon satisfaction of Civil Service minimum qualification for job title, seniority and job evaluations) selected from those interested, may be offered the job by the Director of Solid Waste, after consultation with the appropriate immediate supervisor. The Director of Solid Waste shall make the final determination based upon the factors above.

ARTICLE XXII: EXPENSE REIMBURSEMENT

Section 1. The County reimburses members of the bargaining unit for approved, reasonable (as determined by the Director of Solid Waste) out-of-pocket expenses on behalf of the County in the course of their official duties upon presentation of satisfactorily documented claims. The County makes mileage reimbursement payments for use of personal vehicles on County business at the established Internal Revenue Service rate. Whenever available, County-owned vehicles should be used for County business rather than personal vehicles. Daily mileage to and from work shall not be reimbursed.

Members of the bargaining unit in the Solid Waste Department shall be eligible for reimbursement (up to a maximum of \$500 per year) for clothing.

ARTICLE XXIII: LIFE INSURANCE

The County shall annually purchase \$10,000 of term life insurance which shall become effective on January 1st for members of the bargaining unit who have worked for the County for at least twelve (12) continuous months, provided that, in the judgment of the Director of Solid Waste, the member's medical conditions or age will not require the County to pay a premium for any individual member of the bargaining unit which is more than twice the average premium paid for all the County's other covered members of the bargaining unit.

ARTICLE XXIV: GRIEVANCE PROCEDURE

Section 1. Declaration of Policy

The purpose of this Grievance Procedure is to provide an orderly process whereby employees may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination, or reprisal. The provisions contained herein shall be liberally construed for the accomplishments of these objectives. A grievance is a dispute or difference of opinion raised by an employee or a group of employees with respect to a single incident or type of occurrence covered by this agreement against the employee, involving the employee(s) as to the meaning, interpretation, or application of the express provisions of this agreement. At the option of the Union, any grievance initiated and submitted by the Union, may be filed directly to the department head (or designated representative) at Step 2.

Section 2. Stages

Step #1 – Within thirty (30) working days of the date on which the act or omission actually occurred or when the employee or Union became aware of the act or omission, a written grievance should be submitted by the employee or Union to the employee’s immediate supervisor. The supervisor will be allowed up to five (5) working days in which to respond in writing.

Step #2 – Within five (5) working days of the receipt of the previous response, the employee or Union may file a written appeal of such decision to the department head (or designated representative). The department head will be allowed up to five (5) working days in which to respond in writing.

Step #3 – Within ten (10) working days of receipt of the Step #2 determination, the employee or Union may file a written appeal to the Chairman of the Board of Legislators or his/her designee. At this level, the employer will be allowed a period of up to ten (10) working days in which the employer must respond in writing or set a mutually acceptable date for an informal meeting with the grievant. If a meeting is held, a written response will be due five (5) working days from the date of the meeting with the grievant.

Step #4 – Final and Binding Arbitration – Within ten (10) working days of the receipt of the Step #3 determination the Union shall have the right to file a written “notice of intent” to proceed to final and binding arbitration. Such notice need only be served upon the employer representative(s) who was (were) designated to hear the matter at the preceding step. The Union must proceed to arbitration or withdraw the grievance within sixty (60) days after notifying the County of intent to arbitrate.

Section 3. Time Limits

Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance, if on the part of the employee; should the employer or its representative fail to timely respond at any step of the procedure, the employee shall then be entitled to appeal to the next step or directly to arbitration, as the case may be. Any of the time limits may be waived for good reason by the written mutual consent of the parties.

Section 4. Documentation

All grievances will be submitted on forms provided by the employer and signed by the Union and/or grievant(s).

Section 5. Scope of Authority and Power of Arbitration

A. Should the grievance be advanced to Arbitration, the facilities, rules and regulations of the Arbitration Program of the Public Employment Relations Board will be utilized.

B. The Arbitrator is empowered to receive, investigate, adjust, and adjudicate grievances submitted to him/her in accordance with this procedure. The jurisdiction to the Arbitrator is limited to grievances of the employees within the negotiating unit.

C. The Arbitrator may conduct a hearing, take testimony of the parties, and their witnesses, receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of the hearing not inconsistent with the provisions of this grievance procedure.

D. The Arbitrator shall neither add to, detract from, nor modify the language of this agreement in arriving at the determination of any issue that is presented for determination.

E. The Arbitrator shall expressly confine himself/herself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declaration of an opinion which are not directly essential in reaching the determination.

F. The Arbitrator shall not be bound by formal rules of evidence.

Section 6. Arbitration Procedure

A. Within sixty (60) days after the conclusion of the hearing, the Arbitrator shall issue a written report containing a statement of findings of fact, conclusion, and determination.

B. The decision of the Arbitrator shall be binding on the Association, the employee, and the County.

C. The fees and expenses of the Arbitrator, and the cost of stenographic services, shall be shared equally by the employer and the employee's association.

ARTICLE XXV: SALARY

The Salary Plan shall be administered as follows; these are regular hourly rates:

<u>Title</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Sanitary Landfill Attendant	\$ 9.8123	\$10.1067	\$10.4099
Heavy Equipment Operator	\$17.5573	\$18.0840	\$18.6265
Motor Equipment Mechanic	\$17.5573	\$18.0840	\$18.6265
Site Crew Leader	\$17.9595	\$18.4982	\$19.0531

Senior Site Crew Leader	\$20.4346	\$21.0476	\$21.6790
Heavy Equipment Operators Hired after January 1, 1997:			
First Year	\$14.7516	\$15.1941	\$15.6499
Second Year	\$16.0343	\$16.5153	\$17.0108
Third Year	Use Current HEO Rate		

NOTES:

- A. 3.0% effective January 1, 2006.
- B. 3.0% effective January 1, 2007.
- C. 3.0% effective January 1, 2008.

ADDITIONAL PAY FOR UNUSED SICK LEAVE

Full-time members of the bargaining unit are eligible for an annual lump sum payment for unused sick leave subject to the following provisions:

Operational Members of the Bargaining Unit:

<u>Sick Leave Used</u>	<u>Payment</u>
0-1 Day	56 Hours at applicable rate
1-2 Days	16 Hours at applicable rate
2-3 Days	8 Hours at applicable rate
3 or more Days	NO PAYMENT

Administrative Members Of The Bargaining Unit:

<u>Sick Leave Used</u>	<u>Payment</u>
0-1 Day	52.5 Hours at applicable rate
1-2 Days	15 Hours at applicable rate
2-3 Days	7.5 Hours at applicable rate
3 or more Days	NO PAYMENT

Day to mean normal work hours per day by employee's work site.

For the purpose of administering this section, annual sick leave usage will be calculated from November 15th through November 14th. The lump sum payment will be made to eligible members of the bargaining unit at the end of first payroll period in December.

Part-time members of the bargaining unit are not eligible for this payment.

The County agrees that an employee who is required and authorized to perform the duties of a higher paying classification shall receive the base pay of the higher position for all hours worked

in the higher classification. Said assignment must be for no less than twenty-one (21) consecutive working days and shall be retroactive to the first day.

ARTICLE XXVI: OTHER AGREEMENTS AND REQUIREMENTS

The County and CSEA Unit 8427 recognize the following agreements and requirements:

A. St. Lawrence County's Workplace Alcohol and Drug Abuse Testing Program as required by the Omnibus Transportation Act of 1991 and agreed to by the CSEA Local 1000, Unit 8400 in late 1995.

ARTICLE XXVII: LONGEVITY PAY

The County agrees to extend such lump sum, one-time longevity payments to members of the bargaining unit meeting the service requirements provided herein during the term of this (2006-2008) Agreement.

Employees reaching any of the following anniversaries shall receive a bonus payment per this schedule.

<u>Anniversary</u>	<u>Longevity Bonus</u>
6 th	\$500.00**
10 th	\$1000.00
15 th	\$1,500.00
20 th	\$3,000.00

**Only for Employees hired before 1/1/03.

ARTICLE XXVIII: OTHER

Section 1. Each employee requiring an ICC Physical will be covered under the Health Plan. The employee will only be required to pay the appropriate co-pay.

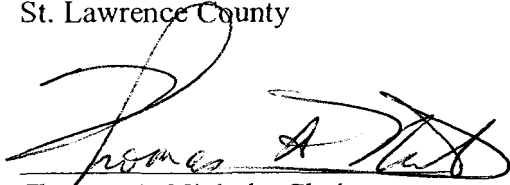
Section 2. The County agrees to provide Hepatitis B Shots and follow up blood tests. The County also agrees to provide Tetanus Shots.

ARTICLE XXIX: LEGISLATIVE APPROVAL

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

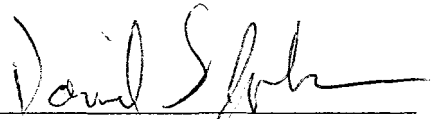
In witness whereof, the parties have hereunto set their hands and seal this 30th day of May, 2006.

St. Lawrence County



Thomas A. Nichols, Chair
St. Lawrence County
Board of Legislators

C.S.E.A.



David S. Johnson, President
St. Lawrence County Unit
C.S.E.A., Inc.

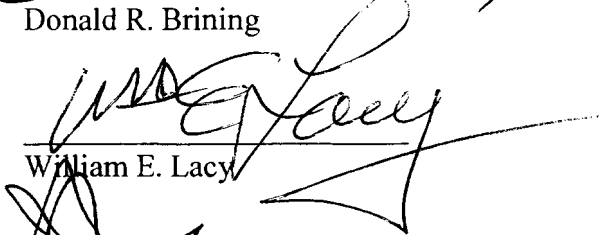
SIGNATURES OF BARGAINING TEAMS



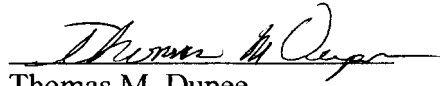
Donald R. Brining



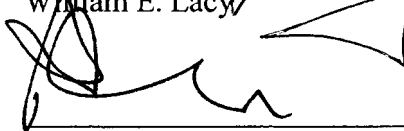
David S. Johnson



William E. Lacy



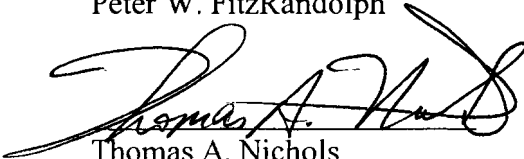
Thomas M. Dupee



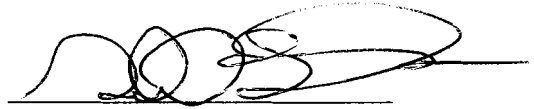
Peter W. FitzRandolph



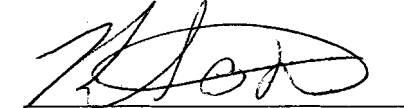
Timothy Dawley



Thomas A. Nichols



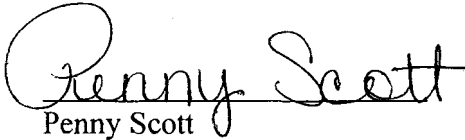
Gerald Shannon



Karl O. Bender



Jeffrey Middlemiss



Penny Scott



Michael Cunningham

