



AGREEMENT

COUNTY OF SUFFOLK AND SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES, INC.

January 1, 2004- December 31, 2008

WHITE COLLAR UNIT No. 2



IN ACCORDANCE WITH RULINGS OF THE
SUFFOLK COUNTY PUBLIC EMPLOYMENT RELATIONS BOARD,
THE WHITE COLLAR UNIT OF THE SUFFOLK COUNTY
ASSOCIATION OF MUNICIPAL EMPLOYEES, INC.
REPRESENTS ALL EMPLOYEES OF SUFFOLK COUNTY
IN BARGAINING UNIT NO. 2.

THE FOLLOWING AGREEMENT BETWEEN
THE WHITE COLLAR UNIT OF THE
SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES, INC.
AND THE COUNTY OF SUFFOLK,
FOR THE YEARS
JANUARY 1, 2004 THROUGH DECEMBER 31, 2008,
HAS BEEN APPROVED BY THE MEMBERS
OF BARGAINING UNIT NO. 2,
BY THE COUNTY EXECUTIVE,
AND BY RESOLUTION OF THE COUNTY LEGISLATURE.

PREFACE

Agreements entered into by the Suffolk County Association of Municipal Employees, Inc. and the County of Suffolk which modify the Agreement must be signed by both the President of the Suffolk County Association of Municipal Employees, Inc. and the Director of Labor Relations and must be on file in both offices for these agreements to be binding on both the Union and the County.

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AGREEMENT made this 27th day of May, 2005, between Suffolk County, a municipal corporation of the State of New York, having its principal place of business at the Suffolk County Center, Riverhead, New York, as employer (hereinafter referred to as the County) and Suffolk County Association of Municipal Employees, Inc., said Association being a domestic not for profit corporation, and an organization having as its primary purpose the improvement of terms and conditions of employment of public employees, having its office and principal place of business at 30 Orville Drive, Bohemia, New York 11716, as an employee organization (hereinafter referred to as "the Association" or "AME").

WITNESSETH

WHEREAS, the County has recognized the Association as the sole exclusive bargaining representative for all employees of Suffolk County listed and included as Bargaining Unit No. 2 in the 1989 Suffolk County Classification and Salary Plan book, which is deemed to be a part of this Agreement.

This book is to be reviewed annually for accuracy with regard to the specific Bargaining Unit No. 2 by the Director of Labor Relations and the President of the Association.

All other employees in the County of Suffolk shall be excluded from this Agreement and its terms and conditions except those employed under new titles, which shall be dealt with pursuant to Section 17(D) of this Agreement.

The Management/Confidential employees as designated by New York State PERB or Suffolk County Mini PERB or by joint stipulation of the Director of Labor Relations and the President of the Association shall also be excluded. However, those employees who are designated confidential as above shall receive an additional monetary amount, above their contractual annual salary, as directed and designated by the Director of Labor Relations.

Present and/or new excluded titles and present and/or new excluded categories may be included in this Agreement upon the joint stipulation of the Director of Labor Relations and the President of the Suffolk County Association of Municipal Employees, Inc.

Those employees, as the Association represents, are hereinafter referred to as the "employees"; and

WHEREAS, the Association was on the 11th day of January, 1985, recognized by the Suffolk County Public Employment Relations Board as the representative for the purpose of collective bargaining for the employees; and

WHEREAS, the Association has affirmed in writing to the County that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike; and

WHEREAS, the parties desire to enter into a collective bargaining agreement setting forth the amount of wages to be paid to the employees and the terms and conditions upon which the employees work and perform their duties.

NOW, THEREFORE, by reason of the premises and in consideration of the mutual covenants herein, the parties agree as follows:

1. GENERAL OBLIGATION OF THE ASSOCIATION The Association obligates itself for its members and employees that it and each of those members and employees will faithfully perform all of the terms and conditions of this Agreement on their respective parts

to be performed.

2. RECOGNITION: TERM The County recognizes the Association as the sole and exclusive bargaining agent and representative for the employees of Bargaining Unit No. 2 and agrees to continue to do so, subject to the orders of the Suffolk County Public Employment Relations Board, courts and any arbitrator acting under this Agreement, for the maximum period permitted pursuant to the provisions of Section 208(2) of the Civil Service Law.

The County agrees to the Agency Shop provision as per New York State 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.

3. RIGHTS RESERVED THE COUNTY Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority the County had prior to the signing of this Agreement are retained by it and remain exclusively and without limitation within the rights of management, which are not subject to grievance procedures or arbitration.

This includes the right, power, privilege, subject to Civil Service Law, and to the terms of this Agreement where applicable, to plan, determine, direct and control or change the nature and extent of all its operations, to promote employees from one classification to another, to transfer and assign employees to places of work as it may elect, to create and abolish positions and to delegate duties, tours of duties and the manner of the performance of those duties. It also includes the right to demote, discipline, suspend or discharge employees for cause and to relieve them from their normal duties for any legitimate reason, to introduce new equipment, methods or facilities or change existing methods and to make and enforce rules and to carry out the functions of management.

4. OFFICERS OF THE ASSOCIATION The Association shall send the County a letter of notification by January 15 of each year, which shall contain a list of the names and addresses of the officers of the Association. The Association shall periodically update the letter of notification to reflect changes of the names and/or addresses of said officers. No officer of the Association shall be recognized by the County until it has received notification of any new appointments or changes.

5. COMPENSATION: REGULAR WAGES The bi-weekly wages for the period beginning January 1, 2004 and ending December 31, 2008, shall be set forth in the Schedules attached hereto and made a part hereof.

Bi-weekly wages are the official salary rate. All salary rates shall be rounded off to the dollar figure as follows: \$.49 or below, rounded off to the lower dollar; \$.50 or above, rounded off to the next highest dollar.

Salaries - Please refer to the respective Salary Charts set forth in Appendix A.

Effective January 1, 2005, each step of the salary schedule, except the entry level step, shall be increased by 3%. In addition, each full-time employee who has been on the payroll on or before July 1, 2004, as a full-time employee and is on the payroll as of July 1, 2005, as a full-time employee, shall receive a \$1,925 one-time lump sum payment for 2004, minus applicable taxes and withholdings. Employees who are on the payroll as a

full-time employee as of July 1, 2005, but who were added or restored as a full-time employee to the payroll after July 1, 2004, shall have the bonus prorated based on the number of completed months on the payroll.

Each School Crossing Guard who has been on the payroll on or before July 1, 2004, and is on the payroll as of July 1, 2005, shall receive 50% of the one-time lump sum payment for 2004, minus applicable taxes and withholdings. School Crossing Guards who are on the payroll as of July 1, 2005, but who were added or restored to the payroll after July 1, 2004, shall have the bonus prorated based on the number of completed months on the payroll.

Each part-time employee (i.e., working more than 50% of the specified work week for that title) who has been on the payroll on or before July 1, 2004, as a part-time employee and is on the payroll as of July 1, 2005, as a part-time employee, shall receive a prorated amount (based on completed months on the payroll and proportion of scheduled hours to that required of the full-time equivalent position during 2004) of the \$1,925 one-time lump sum payment for 2004, minus applicable taxes and withholdings. Each part-time employee (i.e., working more than 50% of the specified work week for that title) who is on the payroll as a part-time employee as of July 1, 2005, but was added or restored to the payroll as a part-time employee after July 1, 2004, shall have the bonus prorated amount (based on completed months on the payroll and proportion of scheduled hours to that required of the full-time equivalent position during 2004) of the \$1,925 one-time lump sum payment for 2004, minus applicable taxes and withholdings.

Any employee who had a combination of full and part-time employment during the relevant periods above shall have the one-time lump sum payment prorated according to his/her employment status and time on the payroll as described above.

The entry level step shall not be increased for the life of this Agreement, except that the County, in its discretion, may unfreeze one or more entry level steps for a particular title(s) at its discretion. In this event, the step(s) shall be increased by the percentage wage increase, as set forth above, for the year(s) in which the step is unfrozen. In addition, the Association President may bring to the County's attention one or more steps that the Association believes should be unfrozen and the reason(s) for that proposal. The County shall, in its sole, non-reviewable discretion, consider this request and advise the Association President of the action, if any, taken in response to the request.

A. Schedule A-1 sets forth the bi-weekly wages for employees effective January 1, 2004.

Schedule A-2 sets forth the annual wages for employees, for informational purposes only, effective January 1, 2004.

Schedule A-3 sets forth the two-tour rotating, three-tour rotating and steady nights salary rates, for informational purposes only, effective January 1, 2004.

Schedule A-4 sets forth the hourly salary rates for 35 hour employees, for informational purposes only, effective January 1, 2004.

Schedule A-5 sets forth the hourly salary rates for 37.5 hour employees, for informational purposes only, effective January 1, 2004.

Schedule A-6 sets forth the hourly salary rates for 40 hour employees, for informational purposes only, effective January 1, 2004.

B. Schedule B-1 sets forth the bi-weekly wages for

employees effective January 1, 2005.

Schedule B-2 sets forth the annual wages for employees, for informational purposes only, effective January 1, 2005.

Schedule B-3 sets forth the two-tour rotating, three-tour rotating and steady nights salary rates, for informational purposes only, effective January 1, 2005.

Schedule B-4 sets forth the hourly salary rates for 35 hour employees, for informational purposes only, effective January 1, 2005.

Schedule B-5 sets forth the hourly salary rates for 37.5 hour employees, for informational purposes only, effective January 1, 2005.

Schedule B-6 sets forth the hourly salary rates for 40 hour employees, for informational purposes only, effective January 1, 2005.

Schedule B-7 sets forth the two-tour rotating, three-tour rotating and steady nights salary rates, for informational purposes only, effective July 1, 2005.

C. Effective January 1, 2006, each step of the salary schedule, except the entry step, shall be increased by 3.0%.

Schedule C-1 sets forth the bi-weekly wages for employees effective January 1, 2006.

Schedule C-2 sets forth the annual wages for employees, for information purposes, only effective January 1, 2006.

Schedule C-3 sets forth the two-tour rotating, three-tour rotating and steady nights salary rates, for informational purposes only, effective January 1, 2006.

Schedule C-4 sets forth the hourly salary rates for 35 hour employees, for informational purposes only, effective January 1, 2006.

Schedule C-5 sets forth the hourly salary rates for 37.5 hour employees, for informational purposes only, effective January 1, 2006.

Schedule C-6 sets forth the hourly salary rates for 40 hour employees, for informational purposes only, effective January 1, 2006.

D. Effective January 1, 2007, each step of the salary schedule, except the entry step, shall be increased by 3.0%.

Schedule D-1 sets forth the bi-weekly wages for employees effective January 1, 2007.

Schedule D-2 sets forth the annual wages for employees, for informational purposes only, effective January 1, 2007.

Schedule D-3 sets forth the two-tour rotating, three-tour rotating and steady nights salary rates, for informational purposes only, effective January 1, 2007.

Schedule D-4 sets forth the hourly salary rates for 35 hour employees, for informational purposes only, effective January 1, 2007.

Schedule D-5 sets forth the hourly salary rates for 37.5 hour employees, for informational purposes only, effective January 1, 2007.

Schedule D-6 sets forth the hourly salary rates for 40 hour employees, for informational purposes only, effective January 1, 2007.

E. Effective January 1, 2008, each step of the salary schedule, except the entry step, shall be increased by 3.25%.

Schedule E-1 sets forth the bi-weekly wages for employees effective January 1, 2008.

Schedule E-2 sets forth the annual wages for employees, for informational purposes only, effective January 1, 2008.

Schedule E-3 sets forth the two-tour rotating, three-tour rotating and steady nights salary rates, for informational purposes only, effective January 1, 2008.

Schedule E-4 sets forth the hourly salary rates for 35 hour employees, for informational purposes only, effective January 1, 2008.

Schedule E-5 sets forth the hourly salary rates for 37.5 hour employees, for informational purposes only, effective January 1, 2008.

Schedule E-6 sets forth the hourly salary rates for 40 hour employees, for informational purposes only, effective January 1, 2008.

Effective June 29, 2005, all employees must be on the payroll on or before January 1 in order to advance one Step effective and payable July 1 each year.

Increments shall continue to be granted in conformance with the "Triborough Doctrine," as in effect on the date of the signing of this Agreement, in the event that the Agreement expires before a successor agreement can be reached.

When a full-time employee receives a promotion or upgrade, he/she shall receive a minimum of a 3% wage increase.

Both sides recognize the Rules for the Administration of the Classification and Salary Plan as adopted by various resolutions. (Resolution No. 919-77, amended by Resolution Nos. 52-78, 359-78, 625-81, 115-83).

F. No employee covered by this Agreement shall make an annual salary equal to or greater than that of the County Executive.

G. Employees receiving a pay raise or a promotion shall receive the new pay rate effective on the date the employee is appointed to a higher grade.

5.1 Longevity

Effective July 1, 2005, each step of the longevity schedule shall be increased by \$50. Effective January 1, 2006, each step of the longevity schedule shall be increased by \$50. Effective January 1, 2007, each step of the longevity schedule shall be increased by \$50. Effective January 1, 2008, each step of the longevity shall be increased by \$50. Longevity pay entitlement for employees is reflected in the following table which reflects the amount of longevity payment and the number of years of completed service necessary to qualify for said payment. Longevity shall be paid as follows:

	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>	<u>25 years</u>	<u>30 years</u>
1/1/04	\$850	\$1350	\$1850	\$2000	\$2200
7/1/05	\$900	\$1400	\$1900	\$2050	\$2250
1/1/06	\$950	\$1450	\$1950	\$2100	\$2300
1/1/07	\$1000	\$1500	\$2000	\$2150	\$2350
1/1/08	\$1050	\$1550	\$2050	\$2200	\$2400

A. For purposes of longevity, service must be continuous, except that leaves of absence for one year or less will not constitute a break in service. Except for military leaves of absence, no credit will be given for any time or leave which continues beyond one year. Suspensions shall not be deemed a break in service.

For purposes of longevity, an employee who had been on the County's payroll for one year or more and who resigns or is

terminated and then is re-employed by the County within one year will not lose previous time. However, the break in service shall be deducted from the total service time of the employee. An employee who resigns or is terminated and is subsequently re-employed by the County, when the break in service was greater than one year, shall not receive credit for prior service. Longevity shall be based upon total years of County service.

B. For purposes of longevity, "service" shall mean service in the County of Suffolk except that employees who were transferred into the employ of the County of Suffolk because of an action taken by the County of Suffolk shall likewise be credited for such service with their previous employer for the purpose of determining entitlement to longevity pay. For example, an employee of the Port Jefferson Sewer District who was assimilated into the County when the Department of Environmental Control was established shall, for purposes of longevity, receive credit for continued prior years of service with the Port Jefferson Sewer District. An employee of a school district who voluntarily resigns his/her position and accepts a position with the County shall not be given credit for prior service with the school district.

C. An employee will be deemed to have completed the appropriate number of years of continuous service on January 1 of the calendar year in which he/she shall have completed the service. An employee shall be entitled to longevity pay if terminated from service during the said year for reasons of death or retirement. Employees terminated for other reasons shall be entitled to receive a full year's longevity pay only if they have actually completed the appropriate number of years of service, as the case may be, at the actual date of termination. For example, an employee whose date of completion of 15 years of service is July 1, and who retires on March 1, shall have his/her full longevity check to which he/she is entitled upon the completion of 15 years of service paid to him/her as of the date of retirement. For example, an employee whose date of completion of 15 years of service is September 1, and who resigns on February 1, shall have his/her longevity check to which he/she is entitled, upon the completion of 10 years of service, paid to him/her as of the date of his/her resignation.

D. Employees who are entitled to longevity pay on January 1 of any year shall be paid by separate checks on the Thursday immediately following the first payday following April 1 of that year. An employee must be on the payroll on January 1 to be eligible for a longevity payment in April. An eligible employee who is not on the payroll in April when the longevity payment is made will be paid the appropriate amount upon his/her return to the payroll.

6. COMPENSATION: PREMIUM PAY

6.1 Overtime

Time and one-half shall be paid for all hours worked in excess of the named work week. For all employees who are hired prior to July 1, 2006, any time off for vacation, sick leave, personal leave, holidays or other leave with pay shall be considered as days worked under this paragraph.

Employees who work a 37.5 hour work week will be paid at the 35 hour overtime rate where there are employees in the same title working a 35 hour work week, except during the first year of employment where all employees are working an additional 2.5 hours per week.

It shall be management policy to make payment for overtime worked no later than the second payday after the date of

submission of the record of said overtime. Records of overtime work must be submitted to the payroll office of each Department. The Office of Labor Relations undertakes to alert all administrators and fiscal functionaries to this requirement and to follow up, promptly, lapses in this policy.

Notwithstanding any inconsistent contract provision or practice to the contrary, all employees not covered by Fair Labor Standards Act (FLSA) Section 207(k) who are hired on or after July 1, 2006, shall be entitled to overtime as follows: at straight time for all hours worked after actually working 35 or 37.5 hours, as applicable, during the work week (Monday-Sunday), and at time and one-half after actually working 40 hours during the work week (Monday-Sunday).

Notwithstanding any inconsistent contract provision or practice to the contrary, all employees covered by FLSA Section 207(k) who are hired on or after July 1, 2006, shall be entitled to overtime as follows: at straight time for all hours worked after actually working 35 or 37.5 hours, as applicable, during the applicable FLSA work cycle, as designated by the County and at time and one-half for all hours worked after actually working the maximum number of hours in the applicable FLSA work cycle, as designated by the County.

6.2 Equalization of the Opportunity for and Obligation to Perform Overtime

Overtime work, as an opportunity, in the same or related title shall be equalized among Departmental employees as far as is practical. Department Heads and supervisors may require the performance of overtime or "called-in" work for reasonable periods as an obligation in cases where, because of seasonal or extraordinary requirements related to the job or because of the absence of normal personnel for whatever reason, the work is necessary to meet the normal work demands of the function of the Department or some emergency exists. Seniority shall be a criterion in the selection of employees for overtime, provided that the employees have the ability to do the work. Overtime opportunity shall be allocated by seniority on a rotating basis.

6.3 Employee Option

Employees shall have the option of choosing compensatory time and one-half off for overtime in lieu of paid overtime. This option shall be indicated by the end of the pay period in which the overtime has been worked.

However, at no time may an employee carry more than a maximum of 240 hours of compensatory time, except for those employees who, in accordance with the provisions of the FLSA, may accumulate a maximum of 480 hours.

Where an employee has 240/480 hours of compensatory time on the books, he/she will receive payment for any additional overtime earned. Issues as to the application of the FLSA shall be resolved in accordance with the provisions of the Act and shall not be subject to the grievance and arbitration procedure of the Agreement.

The employee shall be paid for all accumulated compensatory time upon termination of employment.

6.4 Recall, "Called-in" Work and Planned Overtime

An employee, who is recalled to work on his/her normal work day or is called-in or directed to work on any non-work day, shall receive a minimum of four hours pay computed at the overtime rate and in addition shall be granted a fixed travel time allowance on a portal (home) to portal (jobsite) basis of one-half hour each way computed at the overtime rate.

The employee shall remain at his/her job assignment

and physically work for these minimum number of hours. If said employee does not remain on the job, he/she shall only be paid for the hours actually worked, unless directed to leave by a supervisor, in which case he/she shall be compensated for four hours. Employees scheduled to work overtime on a non-work day, who have received 24 hours advance notice of the overtime work, shall not be entitled to receive the fixed travel time allowance provided for above.

This provision shall not apply to split shift employees. Overtime under this provision shall be accrued and payable pursuant to Section 6.1 of this Agreement. This provision shall not apply to work performed directly before or after the employee's regular shift. For purposes of this section, a non-work day shall be defined as any day an employee is not scheduled to work, such as a scheduled personal day, a scheduled vacation day, a scheduled holiday, a scheduled day taken for compensatory time accumulated or scheduled time worked in lieu of a holiday.

The Department of Social Services Case Examiners and Caseworkers who need to be recertified periodically shall be credited with four hours compensatory time to be used for travel out of the County. This shall not apply to those employees who are obtaining their initial certification.

Probation Officers shall receive travel time of straight time compensatory time up to four hours each way for the purpose of upstate travel to facilities when children are not transported.

6.5 Night Differential

A night differential of 9% (effective July 1, 2005, 10%) shall apply for any shift starting at 4:00 p.m. (effective July 1, 2005, 6:00 p.m.) or later, or ending at 8:00 a.m. (effective July 1, 2005, 6:00 a.m.) or earlier. An employee who works a majority of his/her time during the specified evening or night shift shall be entitled to the night differential for his/her full pay. Employees working rotating shifts shall not receive a night differential.

6.6 Rotating Shifts

An employee who is regularly assigned to a two-tour rotating shift shall receive an additional \$1,100 or 5% (effective July 1, 2005, 6%), whichever is greater.

An employee who is regularly assigned to a three-tour rotating shift shall receive an additional \$1,100 annually or 9% (effective July 1, 2005, 10%), whichever is greater.

An employee who regularly alternates between day and night shifts during the year shall be deemed to be working rotating shifts.

6.7 Limitation of Application

All those employees in Grade 23 and below shall be entitled to overtime.

6.8 Compensatory Time

If an employee elects to take compensatory time in lieu of paid overtime, he/she shall be given an opportunity to take the compensatory time at a mutually agreed time during the year in which it was earned. If the compensatory time is not taken by the end of the last full pay period in November in the year in which it was earned, the employee shall be paid for it by separate check on or before December 31. Any compensatory time earned after the above-mentioned time shall be carried over to the following year.

Two times per year, employees have the option to

convert accrued compensation time to monetary compensation by submitting a request to their Department. These payments will be made in June and December by separate check based upon the last full pay period in the previous month.

All employees who are in Grade 24 or higher shall continue to accrue compensatory time at the same rate as past practice. However, these employees shall be allowed to accumulate this time unlimited and may, at the employee's option, convert up to 70 hours per year to vacation or sick time at the end of the year. Any time not used or converted by the end of the year shall be lost.

However, any employee in Grade 24 or higher who is covered by the FLSA shall be subject to the same compensatory time and overtime rules as those employees below Grade 24 with respect to overtime earned for hours worked in excess of 40 hours in a work week.

Issues as to whether an employee is covered by the FLSA shall be resolved solely by the mechanisms provided by the Fair Labor Standards Act. Effective June 29, 2005, issues as to the application of the FLSA shall be resolved in accordance with the provisions of the Act and shall not be subject to the grievance and arbitration procedure of the Agreement.

6.9 Weather Emergencies

If an employee is required to work more than two consecutive shifts (or its hourly equivalent) as a result of a weather-related emergency, he/she will be given a break of two consecutive hours at time and one-half pay during the first four hours of the third consecutive shift. This shall not apply to cases where the employee may be sent home during the first four hours of the third shift. If the employee is sent home during the first four hours of the third consecutive shift, his/her employer will not be required to provide the two hour break at straight pay. However, this shall not be utilized to avoid the payment of the two hours.

It shall be management's sole discretion to send the employee home or retain him/her during the third consecutive shift. If the employee works a third consecutive full shift which continues into his/her regular tour, it shall be continued at the overtime rate. If the employee is sent home, he/she may charge accruals for the day.

If the employee indicates that he/she is physically unable to continue to work, management shall not unreasonably deny a request to go home.

7. COMPENSATION: INSURANCE

7.1 Health Insurance

The employer shall continue the several optional and alternative hospitalization and surgical insurance policies presently in effect and available to employees, employees' domestic partner and their dependents (spouse and children only up to age 19 and for children who are dependent students up to age 25) and shall pay for the coverage elected by the employee from said plans in accordance with the eligibility requirements set forth by the State of New York. Any employee as of 12/31/80 receiving this benefit shall not lose it as long as he/she continues to work the same number of hours or more.

Refer to Appendix H for Eligibility for Benefits.

All employees shall be eligible for health insurance after completion of two full months of service following the month in which they had been hired. For example, an employee hired on February 15 shall be eligible for health insurance on May 1; an employee hired on June 2 shall be eligible for the benefit on

September 1.

The County will continue to allow payroll deductions for HMO's.

The Association recognizes the County's right to self-insure, change carriers or adopt a combination of self-insurance and a carrier in place of the current option offered by the State Plan. The County shall provide benefit levels in any new health insurance program that shall at all times be equal to the benefit levels provided by the State Plan during the term of this agreement. The County's right to have a group health insurance option other than the State Plan shall be contingent upon the County maintaining the State Plan's terms, conditions and option regarding retirees. If the County leaves the State Plan, the cash buyout payment shall be continued at the option of the County. The County Plan would continue to provide for the full cost of coverage under any new plan.

7.2 Workers' Compensation

A. Employees who are injured in the course of their employment shall continue to receive their normal full salary, as per provisions of the State Law, for a period not to exceed 39 weeks. A portion of that salary, up to the state maximums, will be considered Workers' Compensation and will be taxed per federal and state tax regulations.

The Office of Insurance and Risk Management and/or the County's insurance carrier will make the determination whether the injury is compensable as defined by the Workers' Compensation Law. In the event that the determination is adverse to the employee and the claim is not accepted, final determination as to the acceptance of the claim and its causal relationship will lie with the decision of the Workers' Compensation Board. The provisions of this Agreement regarding full salary will be tied to the final decision of the Board. In adverse situations, employees may utilize all accrued leave time allowances to receive pay for days not worked because of the injury. Time allowance will be only credited to the employee if the Workers' Compensation Board accepts the claim as compensable. Employees without accruals will be removed from the payroll subject to the one-half pay provision, pending a favorable decision on their claim.

Workers' Compensation will cease if the employee is able to perform a special or lesser assignment or in the event that the Workers' Compensation Board provides for a finding of reduced earning benefits without permanent disability and the employee has failed to appear for the special assignment. If, for any reason, the employer is unable to provide special assignment in accordance with the regulations of the Workers' Compensation Board, full payment will continue per State regulation and the salary provisions in Section 7.2, Paragraph 1, of this Agreement.

Any employee injured in the course of his/her duties as a result of an altercation with a prisoner, whether intentional or not, shall receive his/her normal full salary and the 39 week limitation shall not prevail. However, all other provisions of Section 7.2 shall prevail.

Any police/peace officer injured in the course of his/her duties as a result of an altercation with a civilian, whether intentional or not, shall be entitled to unlimited Workers' Compensation.

Upon a finding of permanent disability, an employee will cooperate with his/her Department and the County and file for disability retirement pursuant to the provisions of the New York State Retirement System. The employee will allow all medical personnel required to review his/her medical documentation in the

process of his/her disability claim.

B. Special Assignment - Once an employee receives notification from the County's doctor and/or consultation physician or the individual's treating physician that he/she is capable of performing special duty, he/she shall be placed in a special duty pool under the following rules:

1. While performing special duty, the employee shall receive his/her normal salary.

2. Special duty shall be assigned commensurate with the employee's injury.

3. The employee shall be assigned to work at the duty station to which he/she normally reports to work. However, if there is no Special Duty at an employee's duty station, he/she may be assigned to any other location. However, if the assignment is more distant than he/she normally travels to work the employee will be paid the excess mileage.

4. The Special Duty pool will be administered by a Department designated by the County.

5. Any time spent performing special assignments shall continue to be included as part of the 39 week maximum benefit.

C. The Association recognizes the County's right to use a County physician and/or consulting doctor as designated by the Office of Insurance and Risk Management to authorize an employee to a special duty unit in accordance with the above subparagraphs 1, 2 and 3. If the individual's treating physician and the County doctor or consulting physician do not agree on an individual's ability to perform light duty, a third party medical group mutually agreed upon by the County and the Association will be utilized to determine the employee's capability. Should the third party medical group certify the individual's ability to perform special duty and the individual fails to appear for duty, the employee will receive a direct compensation payment and may utilize his/her accruals (sick time, vacation or overtime), pending a decision of the Workers' Compensation Board. Should the Board award a rate less than the full permanent disability rate, the decision will indicate the employee's capability to perform special duty during that period of time and no further reimbursement of accruals and/or compensation will be made. If the Board awards a full compensation rate, this will be regarded as a total disability and the individual's salary and/or Workers' Compensation rate or accruals will be adjusted.

D. In the case of an employee whose case has been controverted by the County, where the Workers' Compensation Board has not made a final ruling and where the employee has exhausted all time accruals on the books, the employee will be granted the half-sick-leave provision of the Collective Bargaining Agreement until a final Workers' Compensation Board decision is made, the 39 week period is exhausted or the employee's entitlement to half-sick-pay is exhausted, whichever comes first. Upon a final decision by the Workers' Compensation Board, all time accruals, half-sick-pay provisions and Workers' Compensation benefits will be adjusted in accordance with the ruling. This provision does not change the policy whereby an employee receiving Workers' Compensation benefits is not also entitled to the half-sick-leave provisions of the Collective Bargaining Agreement.

E. The Association will confer with the County and reserve the right to final approval on the selection of an independent medical consulting facility to serve as the third party medical group (See Appendix I).

7.3 Benefit Fund

The Benefit Fund shall have an equal number of Association-designated and County-designated trustees. The contributions to this Fund shall be used for the purposes of providing welfare and other benefits as determined by the trustees. This contribution shall be as follows:

Effective January 1, 2004, the contribution level shall be \$1,180.98. Effective January 1, 2005, the contribution level shall be \$1,230.98. Effective January 1, 2006, the contribution level shall be \$1,280.98. Effective January 1, 2007, the contribution level shall be \$1,330.98. Effective January 1, 2008, the contribution level shall be \$1,380.98. In addition, within a reasonable period of time following June 29, 2005, the County will make a one-time, non-recurring, lump sum payment to the Fund of \$158.08 per employee based upon 6,326 bargaining unit members.

Payments to the Benefit Fund by the County of Suffolk will be made in advance on a bi-monthly basis. The amount of the pre-payment shall be based on the number of employees on the last payroll preceding pre-payment. There shall be a reconciliation at the conclusion of each two month period, whereby additional payments shall be made on a daily basis for employees added to the payroll during the two month period but after the payment date, and whereby deductions on a daily basis shall be made for employees who are terminated during the two month period, but after the payment period.

7.4 Liability Coverage

The County shall provide liability protection coverage under its comprehensive liability insurance for all employees covered by this Agreement acting in the discharge of their duties and within the scope of their employ in accordance with Local Law 6-1985 (See Appendix B).

7.5 Long Term Disability

The County shall provide a long term disability insurance program which, after a 90-day waiting period, will, on the 91st day of disability, pay a daily benefit of two-thirds of weekly salary up to \$300 per week for a period of two years (104 weeks). No accruals may be used to enable an employee to receive more than his/her full salary. In a case where half pay is applied to reach full salary, any unused portion shall be used to extend the benefit (See Appendix D).

Departments will attempt to schedule physical examinations within two days of when the employee is designated to return to work. When the physical examination cannot be scheduled within the two days, the employee will be permitted to return to work pending a County physical, provided he/she has produced a note from his/her personal physician stating his/her ability to return to work. It is recognized that this policy shall not apply to employees who have been absent due to psychological conditions. Any employee who returns to work pending a County physical shall execute a release/waiver of liability to the County and indemnify the County against any liability occasioned by his/her return to work.

In the event the County doctor does not approve the employee's return to work, the disability leave shall continue.

7.6 Death Benefit

The County will provide all children and spouse, unless he/she subsequently remarries, of an employee who died in the line of duty, with free tuition in Suffolk County Community College as long as they fulfill entrance requirements and were dependents of the employee at the time of death. An employee is considered to have died in the line of duty if his/her death

resulted from an injury sustained while on the job.

8. TIME FOR PERFORMANCE OF SERVICES

8.1 Work Week/Work Day

The normal workweek shall be either 35 or 37.5 hours for all employees, based upon the number of hours worked by employees in the same title within his/her Department at his/her work location. If the title does not currently exist within a Departmental job location, the employee's workweek shall be based upon the duties of the position, the interrelations with the surrounding positions and the operational needs of the Department. No employee on the payroll prior to June 19, 1997, shall have his/her work day/work week changed as a result of the above language. In the case of employees who work 37.5 hours a week and whose jobs require working steadily through a shift and remaining on the job site, a half-hour lunch (or eating) period shall be allowed, with the provision it be taken at the job site and uninterrupted except for emergencies. The weekly work schedule shall be five consecutive days on plus two consecutive days off. Exceptions shall occur only on written agreement between the Office of Labor Relations and the Association. Also excepted shall be employees assigned to work a weekly work schedule of less than five consecutive days on.

All employees hired after September 3, 2001, shall work either a 37.5 hour or a 40 hour workweek which shall be 2.5 hours more than the number of hours worked by employees in the same title within their Department at their workstation for the first year of their employment, at which time they will revert to the same number of hours as the employees in the same title within their Department at their work location.

No individuals shall be required to work more than a normal 40 hour workweek (e.g., in a work location where employees currently work a normal 40 hour workweek due to "lock-in," new employees would also work the same 40 hours).

Except for those employees whose jobs require working steadily through a shift and remain on the job site, employees shall have, at a time designated by the Department Head or supervisor, two 15 minute breaks each day, one in the morning and one in the afternoon.

All employees normally required to eat a meal on duty or on the job site shall be paid for the meal time so that personnel who work a seven hour day shall be paid seven and a half or eight hours (whichever is applicable), including meal time and employees who work a seven and a half hour day shall be paid eight hours, including meal time.

8.2 Flexible Work Schedule

Flexible work day and work week schedules may be implemented for various Departments as agreed to mutually by the Director of Labor Relations and the President of the Association.

Programs of flex-time shall be guided by the principle that employees receive no less or no more in salary, overtime and other benefits than if they had remained in their former schedule.

8.3 Vacation with Pay - Basic Schedule

Employees shall accrue vacation according to Schedule A or B.

8.4 Vacation Accruals

Vacation time may be accrued to a maximum of 90 work days in any calendar year. However, only 60 days will be permitted to be carried over to the succeeding year.

In the case of death, the beneficiary is to receive payment in compensation for any unused accrued vacation time.

Part-time employees shall earn and accumulate vacation on a prorated basis.

Employees who fall ill while on vacation may use their sick leave for the remainder of the illness and have their time adjusted, provided proper notice is given and a doctor's certificate is presented.

Upon separation, pay will be granted for unused vacation days.

SCHEDULE A- 35 HOUR EMPLOYEES

<u>From</u>	<u>To</u>	<u>Days Per Year</u>	<u>At the Completion of Each Full Pay Period</u>	<u>Extra Hours on Ann.Date</u>
Beginning of Employment	1st Ann. Date	10	2.5	5
1st Ann. Date	2nd " "	11	2.75	5.5
2nd " "	3rd " "	12	3	6
3rd " "	6th " "	15	4	1
6th " "	9th " "	18	4.75	2.5
9th " "	10th " "	19	5	3
10th " "	11th " "	20	5.25	3.5
11th " "	12th " "	21	5.5	4
12th " "	13th " "	22	5.75	4.5
13th " "	14th " "	23	6	5
14th " "	15th " "	24	6.25	5.5
15th " "	16th " "	25	6.5	6
16th " "	17th " "	26	7	0
17th " "	18th " "	27	7.25	.5
18th " "	19th " "	28	7.5	1
19th " "	20th " "	29	7.75	1.5
20th " "	Termination of Employment	30	8	2

SCHEDULE B- 37.5 HOUR EMPLOYEES

<u>From</u>	<u>To</u>	<u>Days Per Year</u>	<u>At the Completion of Each Full Pay Period</u>	<u>Extra Hours on Ann.Date</u>
Beginning of Employment	1st Ann. Date	10	2.75	3.5
1st Ann. Date	2nd " "	11	3	4.5
2nd " "	3rd " "	12	3.25	5.5
3rd " "	6th " "	15	4.25	2
6th " "	9th " "	18	5	5
9th " "	10th " "	19	5.25	6
10th " "	11th " "	20	5.75	.5
11th " "	12th " "	21	6	1.5
12th " "	13th " "	22	6.25	2.5
13th " "	14th " "	23	6.5	3.5
14th " "	15th " "	24	6.75	4.5
15th " "	16th " "	25	7	5.5
16th " "	17th " "	26	7.5	0
17th " "	18th " "	27	7.75	1
18th " "	19th " "	28	8	2
19th " "	20th " "	29	8.25	3
20th " "	Termination of Employment	30	8.5	4

Accrued vacation shall be taken by employees at times and in such a manner as assigned by management which, in making assignments, must take into consideration the employee's seniority as defined in Section 15(B) hereof in job classification, subject, however, to the operation requirements of the work and the jobs to be performed. An employee's anniversary date is that calendar date on which the employee began employment with the County.

The County will determine and notify each employee prior to December 15 of each year when vacations may be taken, the number of employees that may take vacations at one time and the amount of each employee's vacation accruals to December 31 of the following year. Employees shall submit their vacation requests to management by January 15 and management will, by February 15, approve or disapprove the request. It shall be incumbent upon the employee to ensure that any vacation accrued beyond 60 days by December 31, of the following year, has been scheduled by that time or it shall be lost. Time beyond 60 days which has been scheduled and approved, then denied and not allowed to be rescheduled by management, shall be permitted to be carried over to the following year. Employees not permitted to reschedule scheduled vacation time lost, due to a workers' compensation absence, shall not lose any vacation accruals over 60 days.

Effective April 15, 1999 and every April 15th thereafter, employees working at the John J. Foley Skilled Nursing Facility (JJFSNF) shall make vacation selections on an annual basis. For Nursing, selections shall be awarded as per past practice for the first 50% of his/her requested vacation time. Upon every employee being granted 50% of his/her request, then the remaining 50% of vacation requests shall be again approved as per past practice.

8.5 Holidays

A. Employees shall receive the following paid holidays:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Washington's Birthday | 10. Veterans' Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

B. Holidays that fall on a Saturday shall be granted on the preceding Friday. Holidays that fall on a Sunday shall be granted on the following Monday.

Employees who enjoy days off other than Saturday and Sunday in a calendar week shall be treated accordingly. That is, if an employee normally has off Tuesday and Wednesday and a holiday falls on a Tuesday, the employee shall enjoy the holiday on Monday.

C. If employees not normally scheduled to work on a holiday are required to work on a holiday as enumerated herein, they shall be entitled, at their election, either to compensatory time and one-half off or time and one-half in addition to their normal pay. If an employee elects to be paid, the payment will be made in accordance with Section 6.1 of this Agreement.

In the case of employees who by the nature of their duties are required to work on a holiday (for example, Park Rangers, Jail Personnel, etc.), in addition to normal pay they receive for working on holidays, as a result of shift assignment, they shall be paid compensation computed at the rate of time and one-half for each holiday worked or for each holiday that falls on the normal day off. Payment shall be made for holiday compensation on the Thursday following the first pay day in July

of each year for the holidays which fall during the period January to, and including, Independence Day, and on the Thursday following the first pay day in December of each year for the holidays which follow Independence Day through December 31.

A Labor/Management Committee will be formed to investigate the holiday procedure for 24-hour facilities (e.g. JJFSNF, Bergen Point/DPW, Sheriff's Office).

D. Court Obligations - Employees who are called in to serve jury duty or who are subpoenaed for court appearances in connection with their official County duties, will continue to receive their regular pay notwithstanding required absences from the job. In the case of the employee's call to jury duty, any pay as received for jury service is to be turned in to the County, but any mileage allowance may be retained by the employee. This section does not apply to court appearances regarding personal concerns of the employee. An employee normally assigned to a rotating shift or night shift shall not be required to report to work on a day for which he/she is scheduled to report for jury duty. In the event an employee is on jury duty on his scheduled day off, the Department Head shall have the sole discretion to reschedule the employee's day off. It is incumbent for the employee to notify the Department in a timely fashion.

E. For the purposes of holiday compensation described in C above, for employees who work rotating shifts, the holiday will be the same as designated for all other County employees.

8.6 Leave with Pay - Personal and Administrative Leave

A. Personal Leave as of Right - Four days of personal leave shall be accrued on the 1st day of employment and on each anniversary date thereafter. This leave, except in cases of extreme emergency, shall not be taken without the prior approval of the Department Head. Prior approval will not be given for periods immediately before or at the end of a regularly scheduled vacation leave. Accrued personal leave as of right may not be carried over from year to year (individual employee work year), but in no event may accrued personal leave be taken after announcement of intention to resign.

Unused personal leave shall be converted to sick leave at the end of an employee's year.

The Department of Public Works shall continue, as is their past practice, to grant personal leave days on January 1 of each calendar year rather than on the employee's anniversary date.

Upon the death of any employee, payments shall be made for any unused personal time remaining.

B. Emergency Leave, Bereavement - In case of a death of an employee's immediate family (spouse, child, parent, sibling, parents-in-law, grandparents, grandchildren, step-child, step-parent, step-grandparent, step-sibling and legal guardian), an employee shall be granted three working days or four calendar days leave of absence with full pay, whichever is greater (i.e. when bereavement leave begins on workday one or two, the employee is entitled to four days' leave. When bereavement leave begins on days three, four or five, the employee is entitled to three days' leave). Employees are expected to notify the department head as soon as possible. In the case of other family members (grandparents-in-law, children-in-law, sister-in-law, brother-in-law, foster parent, foster child, uncles and aunts) one day leave will be granted for purposes of mourning. In the instances where only one day leave is permitted, the day need not immediately follow the date of death.

Also, leave may be granted up to a maximum of three working days or four calendar days, whichever is greater, in the

event of the death of relatives who actually reside in the same household with the employee. This additional leave may be granted at the sole discretion of the Director of Labor Relations.

C. Breast Cancer Pool - (effective June 29, 2005, Cancer Pool) - Employees wishing to participate in this program will be permitted to "voluntarily" donate "compensable" time to a pool of hours to be utilized for any employee, within the Association, who is being treated for Breast Cancer (effective June 29, 2005, Cancer) and has exhausted his/her own accruals. The pool of hours will also be available for County employees within the Association who are primary caregivers or caretakers for a spouse being treated for Breast Cancer (effective June 29, 2005, Cancer) (See Appendix K).

D. Administrative Leave -The Officers of the Association shall be entitled to attend conventions, authorized business functions and meetings of the Association with no loss of time, subject to the following:

1. The leave shall be granted up to three days in the case of a maximum of 130 delegates who shall be chosen by the President of the Association. The President shall notify the Director of Labor Relations at least one week prior to the dates that will be requested for administrative leave. Also, there shall be no more than the number of employees agreed upon as of October 23, 1989, from any one Department granted administrative leave to attend the same convention, authorized business function or meeting, unless when agreed upon by the President of the Association and the Director of Labor Relations.

2. The Association's negotiating team shall be granted administrative leave for all time necessary to attend actual negotiating sessions. This attendance is considered as and recognized to be part of the regular County duties of the members, notwithstanding position duty statements. The membership of the negotiating team shall not exceed six white collar and four blue collar members. All members of this negotiating team shall be excused from their normal duties on the day(s) that meetings with the County are to be held (regardless of their shift for that day) upon approval of the Director of Labor Relations.

3. The Association shall be limited for purposes of this paragraph only to a maximum of 40 units during the life of this Agreement. However, if there is a substantial change in the structure of County government, the parties shall negotiate, during the course of the Agreement, upward or downward the number of units.

4. The President of each unit shall be recognized as the Chief Shop Steward of the unit and shall be permitted to devote a reasonable period of time during working hours, but not to exceed 10 hours bi-weekly, to service the unit. Upon 48 hours' notice to the Office of Labor Relations, the President of the Association may designate an alternate to act for a unit president.

5. The Association President shall designate seven representatives who shall be recognized full-time members responsible for implementing and carrying out the terms and conditions of the Agreement. The seven representatives are in addition to the President. These duties shall be recognized as time worked, completing job requirements with the County. The representatives so designated shall continue to receive all applicable benefits and protection under the Agreement.

6. The Association shall be entitled to an additional pool of 1,500 hours of release time for conducting union business, to be given to members as designated by the

President of the Association. The President shall inform the Director of Labor Relations in writing at least one week prior to a member being released for union business. Records shall be kept in both the Offices of Labor Relations and AME with the names, dates and number of hours released to ensure that no more than 1,500 hours of release time are utilized for union business in any one calendar year. These records shall be cross checked on a quarterly basis. For additional hours above this maximum of 1,500 hours, the President of the Association must request and receive approval of the Director of Labor Relations for employees to be released. No charge will be made against the pool for hours used for training sessions that are undertaken in cooperation with the County.

7. Such administrative leave shall be granted at the discretion of the President of AME. Jointly administered labor management committees shall be excluded from the 1,500 hour bank. AME will provide the County with 72 hours notice (excluding weekends and holidays) for Unit President Leave Time and one calendar week notice for all other leave (e.g., Thursday notification for following Thursday). In the case of emergencies, the limits may be waived by the Director of Labor Relations.

8.7 Leaves of Absence Without Pay

A. Leaves of absence without pay for an illness or disability extending beyond an employee's accrued sick leave will be granted for a period of up to one year without the loss of Civil Service status. The employees may, at their option, choose to use accumulated time during this one year period. Leaves for other reasons may be granted at the discretion of the department head.

B. A leave of absence may be granted in cases of disability and child care leave (See Appendix C).

C. If an employee's request for a leave of absence without pay is denied by the department head, the employee shall be entitled to appeal the denial to the Director of Labor Relations through the Association. The Director of Labor Relations' decision shall be final and binding.

8.8 Sick Time

A. Sick Time will be earned at the rate of one-half day per pay period. If all earned sick leave has been used, extended sick leave for an illness which lasts longer than 20 work days shall be granted at the rate of one pay period at half pay for each year of continuous service completed. An employee, at his/her option, may use the accumulated vacation, personal leave or compensatory time before going on extended sick leave.

Employees shall be allowed to use up to 10 of their earned sick days per calendar year for an illness in the employee's immediate family regardless of residence or for any relative living within the employee's household. For purposes of this provision the County after the first five days, at its option, may elect to require the employee to present a physician's note.

Unused accruals may be pooled for catastrophic illness on an individual case basis if approved by the Association and the Director of Labor Relations. This shall not be subject to the grievance and arbitration procedures of the Agreement.

B. Effective June 29, 2005, employees absent from work due to a medically recognized disability related to pregnancy prior to the birth of a child, disability related to childbirth, or any disability originating from childbirth after the birth of the child, shall be entitled to receive those benefits provided in this Agreement with respect to any other non-occupational illness

or disability.

C. SICK LEAVE MANAGEMENT PROGRAM - Effective January 1, 2006, the following Sick Leave Management Program ("Program") is established for all employees. Unless otherwise stated in this document, any existing Rules and Procedures relating to sick leave shall remain in full force and effect.

1. Effective Dates

a. The Program shall be effective January 1, 2006. Only sick time utilized after that date will be used to implement this Program. Nothing herein limits any Department from taking disciplinary action against any employee as it deems to be appropriate.

b. An employee will be designated a Sick Leave Abuser or a Chronic Sick Leave Abuser as determined by the Department in accordance with Section 2.

2. Definitions

a. Occurrence - includes any partial sick day or more than one consecutive sick day. Occurrence includes only non-workers comp illnesses and injuries.

b. Sick Day - includes full shifts on sick leave. Sick day includes only non-workers' comp illnesses and injuries.

c. Sick Leave Abuser - an employee who has five or more occurrences of sick leave, or eight or more non-consecutive sick days, or a combination of occurrences and non-consecutive sick days that equal eight, during any rolling 12-month period.

d. Chronic Sick Leave Abuser - an employee who has either:

1) been a Sick Leave Abuser for 18 consecutive months from the date of the first use of sick time during any rolling 12-month period; or

2) 10 or more occurrences of sick leave, or 16 or more non-consecutive sick days, or a combination of occurrences and non-consecutive sick days that equal 16, during any rolling 12-month period.

e. Family Sick Leave - Use of Family Sick Leave in accordance with Section 8.8 of the Agreement shall not be considered in determining abuse pursuant to the Program.

f. Approved Family Medical Leave Act (FMLA) time taken in accordance with the County procedures will not be considered in determining abuse pursuant to the Program.

g. Use of sick leave where permitted by the Agreement during any other unpaid leave of absence will also not be considered in determining abuse pursuant to the Program.

h. Report to Employee Medical Review (EMR) - Unless otherwise stated, means notify and, if required to do so by a department, report immediately, to EMR. When an appointment with EMR cannot be scheduled immediately, the employee must notify and, if required to do so by the department, report at the beginning of the next operating hours of EMR. Employees will not be entitled to any overtime for any time expended in reporting to EMR.

3. Rules: Sick and Chronic Sick Leave Abuse

a. An employee designated as a Sick Leave Abuser or Chronic Sick Leave Abuser will report to a Department Representative each time the employee calls in on sick leave.

b. An employee who is designated as a Sick Leave Abuser or Chronic Sick Leave Abuser will not be eligible for:

1) work scheduled overtime, unless approved by the Department Head or his/her designee based on operational needs; and

2) switch shifts, if permitted (Mutual Tour Change); and
3) preferred assignments or designations where applicable; and
4) a new shift, if an opening occurs; and
5) night differential pay while on sick leave; and
6) Chronic Sick Leave Abusers only: receive night differential pay while on vacation.

c. Discipline may be initiated by the Department at any time it deems necessary. Any designation pursuant to this Program will not restrict the imposition of discipline.

4. Duties

a. The designated department representative will monitor the sick leave system and identify employees who should be designated or relieved as Sick Leave Abusers and Chronic Sick Leave Abusers, and will:

1) notify an employee and his/her supervisor when an employee is identified as a Sick Leave Abuser or a Chronic Sick Leave Abuser; and

2) notify an employee and his/her supervisor when an employee is designated or relieved as a Sick Leave Abuser or a Chronic Sick Leave Abuser; and

3) inform an employee in writing of his/her rights and restriction pursuant to this Policy; and

4) notify an employee in writing of final determinations on appeals; and

5) monitor those who are designated as abusers for purposes of:

i) removing designation as a Sick Leave Abuser when an employee uses no sick leave during six consecutive months of active duty (i.e., not on vacation or other types of paid or unpaid leave) following the designation as a Sick Leave Abuser

ii) removing designation as a Chronic Sick Leave Abuser when an employee uses no sick leave during six (6) consecutive months of active duty (i.e., not on vacation or other types of paid or unpaid leave) following the designation as a Chronic Sick Leave Abuser. The employee will then be designated a Sick Leave Abuser.

b. The department representative will receive and review appeals from employees requesting that shifts of sick leave not be considered when determining designation or removal as a Sick Leave Abuser or a Chronic Sick Leave Abuser.

c. Supervisors will ensure that the department/unit have in place a system to implement and monitor the Sick Leave Management Program, and

1) ensure that a direct supervisor and AME are notified when an employee is designated or relieved as a Sick Leave Abuser or a Chronic Sick Leave Abuser; and

2) prepare written internal correspondence to the department head when eligible employees receive scheduled overtime; and

3) deny applications for preferred assignments, and designations where applicable, from ineligible employees; and

4) deny requests for switching shifts or picking new shift schedules from ineligible employees.

d. Supervisors will monitor the Sick Leave List for ineligible employees prior to scheduling overtime, and notify the department head when an ineligible employee is ordered to work

scheduled overtime.

e. Department representative(s) will maintain and monitor a list of employees who:

1) are designated as Sick Leave Abusers or Chronic Sick Leave Abusers; and

2) deduct night differential when an employee is not entitled to receive same; and

3) notify the department head when an ineligible employee receives scheduled overtime.

5. Restriction to Residence - During a date on which the regular scheduled shift falls, any employee designated as a Sick Leave Abuser or Chronic Sick Leave Abuser shall be confined to the employees residence during the hours of the regularly scheduled shift, except where excused from same by the department head and/or his/her designee due to, for example, attendance at medical appointments, attendance at religious obligations, and/or other attendance at other matters that are approved by the department pursuant to its guidelines regarding same and which cannot be attended to at another time.

8.9 Unused Accumulated Sick Leave - Shall be paid for by the County upon retirement or upon death to the employee's designated beneficiary at the rate of one day to be paid for every two days accumulated up to a total of 180 days paid for 360 days accumulated. Any unused accumulated sick leave over these limits shall be deemed forfeited upon the employee's retirement, notwithstanding that he/she may subsequently be rehired.

9. JOB DESCRIPTION

A. New Position - When new positions are created or the duties of existing positions are revised by the County, the County shall prepare a job specification sheet for the new or revised positions. Each job specification shall indicate what work is done on the job and, in general, what tools and equipment are to be used. Each employee shall, upon request, be furnished with a copy of his/her job specification. Should a dispute arise as to whether or not the job specification properly describes the job, the employee may appeal the matter to the Civil Service Department or to the Classification and Salary Appeals Board and may be represented by the Association if he/she so wishes.

B. Out of Title Work - A Labor/Management Committee shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the President of the Association who will investigate a means to address the issue of out of title job performance.

10. UNIFORMS

The County will provide uniforms for all employees who need uniforms in their work. Original and replacement uniforms will be new and provided on an "as needed" basis. Employees newly hired by the County may be provided, upon their employment, with a used uniform in good condition. However, each employee shall receive a new uniform upon the completion of his/her probation period or by the end of his/her first year of employment, whichever is less. The County will also provide protective apparel, such as, but not limited to, coveralls and safety shoes for all employees who require this clothing in their work. An employee shall be subject to disciplinary action when he/she does not wear his/her uniform or protective apparel as directed. Employees issued safety shoes will receive two pairs of shoes and replacements as needed.

A joint Uniform Committee will continue to meet for the purpose of itemizing what constitutes a uniform, the manner in which the uniforms are issued and the replacement procedure of the

uniforms. The joint Uniform Committee will also meet for the purpose of guaranteeing adherence of all parties to the uniform policy and procedures. The Committee shall have the authority to investigate and make recommendations in order to resolve disputes arising under the provisions of this section of the Agreement. The joint Uniform Committee consists of 10 members: the Association President or his/her designee and four other Association representatives appointed by the Association President, the Director of Labor Relations or his/her designee and four other County members appointed by the Director of Labor Relations.

All nursing and therapeutic personnel required to wear and who are not provided a uniform shall receive a clothing allowance of \$425 (effective July 1, 2005, \$450). Effective January 1, 2006, the allowance shall be \$475. Effective January 1, 2007, the allowance shall be \$500. Effective January 1, 2008, the allowance shall be \$525. In addition, visiting nursing staff shall receive an additional \$175 per employee annually for outer clothing allowance.

All Public Safety Dispatchers in the Sheriff's Office and Detention Attendants who are provided a uniform by the County shall receive a uniform cleaning allowance of \$250 (effective July 1, 2005, \$275; also effective July 1, 2005, F.R.E.S. Dispatchers shall receive this allowance) per year. Effective January 1, 2006, the allowance shall be \$300. Effective January 1, 2007, the allowance shall be \$325. Effective January 1, 2008, the allowance shall be \$350.

Fire Marshals shall receive \$250 (effective July 1, 2005, \$275) as a cleaning allowance unless the County provides a uniform service. Effective January 1, 2006, the allowance shall be \$300. Effective January 1, 2007, the allowance shall be \$325. Effective January 1, 2008, the allowance shall be \$350.

A \$150 (effective July 1, 2005, \$175) annual allowance will be provided for cleaning to any employee for whom the County purchases a uniform and does not provide a cleaning allowance or service, to be paid in same manner as the uniform allowance. Effective January 1, 2006, the allowance shall be \$200. Effective January 1, 2007, the allowance shall be \$225. Effective January 1, 2008, the allowance shall be \$250.

These payments for uniform cleaning or clothing allowance shall be made June 30 each year to those employees on the payroll as of June 1 of each year.

The County will provide smocks with patches to homemakers in the Health Department. In addition, effective July 1, 2005, they shall receive a \$100 per year uniform cleaning allowance.

All uniform articles or clothing that is required to be worn by an employee must be submitted for review to the Uniform Committee.

11. MILEAGE

Mileage reimbursement shall be \$.31 per mile or the I.R.S. rate, whichever is greater. Claim vouchers for reimbursement shall be submitted monthly. The County shall make all reasonable efforts to issue checks for mileage reimbursements within 21 days after submission of properly executed vouchers as prescribed by the County.

The official station for employees who travel on official business shall be the geographical complex to which they ordinarily report for duty. An employee normally required to travel on official business to parts other than his/her official duty station (e.g. Caseworker, Probation Officer) shall be allowed to claim mileage reimbursement. Reimbursement shall continue for

these employees within a complex.

In the case of a change of duty station, five working days' notice is required. If this notice is not given, the County will pay mileage for up to the required five days as per past practice.

Employees may claim mileage only in excess of that which he/she normally travels between his/her home and official duty station. This shall not apply to mileage incurred on official business after arriving at his/her duty station and prior to leaving the duty station for the day.

A joint Labor/Management Committee shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the President of the Association to consider rules, guidelines and procedures to more equitably address the utilization of personal vehicles for County purposes.

12. RETIREMENT

The employee's retirement plan shall be governed by that section of the Retirement and Social Security Law applicable to the date of his/her entry into the system, subject to all other rules governing the payment of retirement and death benefits therein provided.

13. DISPUTES - GRIEVANCE AND ARBITRATION PROCEDURE

Any and all disputes arising out of or concerning the interpretation or application of the terms of the Agreement shall be adjudicated as follows:

A. Grievances - An employee who feels aggrieved shall fill out four copies of the standard grievance form which shall be available from his/her Department and/or the Director of Labor Relations. Two copies of the written grievance shall be presented to the employee's immediate supervisor with one being retained by the Department throughout each step of the grievance procedure. The third copy of said grievance shall be submitted to the duly elected unit representative of the Association or to any designated representative of the Association. The fourth copy shall be retained by the employee.

The employee shall not suffer a loss of pay as a result of time spent attending grievance or arbitration meetings or hearings between the parties.

The employee, if he/she chooses, may be represented by an Association representative at each step of the grievance and arbitration procedure.

In the interest of uniform procedure and expedient handling, employees are expected to present their problems or grievances through regular supervisory channels in the following order and within 60 days from the incident complained about or from the date the incident should have been known to the grievant or the grievance shall be deemed waived.

In the case of grievances involving a group of employees, the Association may present them at the grievance procedure step compatible with the employer representative with authority to grant the relief sought. The parties agree that they will not unreasonably refuse to consolidate grievances relating to or dealing with the same subject matter.

The Association and County will, in advance of the third step of the grievance procedure, to the extent possible, identify those employee(s) by name, title and Department for whom the grievance has been presented and the exact nature of the grievance.

It is agreed that in all arbitrations brought under this Agreement, including those that may arise from grievances filed before this date, the legal principle of binding precedent

shall control as it would in a court of law.

Step 1 The employee shall submit the written grievance to his/her immediate supervisor. Upon receipt of the grievance, the supervisor shall answer the grievance within five working days. The supervisor shall sign and date the written grievance which shall contain his/her answer. Failure to answer the grievance shall not be deemed a breach of this Agreement. If no answer is given, or if the grievance is not resolved, the employee shall, within five additional working days from the time of the submission of the grievance, proceed to Step 2. Failure by the employee to proceed to Step 2 within said period shall be deemed acceptance of the answer, if any, and shall, in any event, bar further processing of the grievance.

Step 2 If the grievance is unresolved, the employee may, within the additional five working days specified above, submit the grievance to the head of the Department. If conferences are scheduled by the parties to resolve the grievance, said conference shall be held at mutually convenient times and places.

The department head, within 10 working days from the time the grievance is submitted to him/her, shall answer the grievance and record said answer on the written grievance form. Failure to answer the grievance shall not be deemed a breach of this Agreement. If the grievance is still unresolved, or if no answer is given the employee within five additional working days from the time of submission to the department head, the employee shall proceed to Step 3.

Step 3 If the grievance is unresolved, the employee may submit the written grievance to the Director of Labor Relations. The Director of Labor Relations shall have 10 working days from the time the grievance is submitted to him/her in which to endeavor to resolve and/or answer the grievance in writing. If the grievance remains unresolved, the Association or the County may, within 30 additional calendar days from the time of submission of the grievance, submit the dispute to arbitration. The cost of the arbitration shall be borne equally by the Association and the County. If the Association fails to proceed to arbitration within this period, it shall be barred from proceeding the grievance to arbitration. However, if the decision of the Director of Labor Relations is satisfactory to the grieved party or parties, the decision shall be final and binding on the County and its representatives.

B. Arbitration - Arbitration shall be invoked by the Association or the County with notice to the other party. The parties shall utilize the service of Mini-PERB for arbitration. The arbitrator, as selected, shall hear and decide and render his/her decision with respect to the dispute within 30 days from the date of its "submission to arbitration," except if otherwise actually agreed upon by the parties.

1. The arbitrator shall have the power to summon, question and examine any employee and to require production of books, papers or other evidence as he/she may deem necessary.

2. The County and the Association will agree to appoint 10 people to serve as a panel of arbitrators. Arbitrators shall be selected in alphabetical order. If the arbitrator selected is unable to hear the grievance within 30 days from the day that he/she is notified of selection, the next arbitrator on the list shall be designated. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

3. The arbitrator shall make final and binding decisions on all matters of procedure before him/her.

4. The arbitrator shall have the opportunity to make a final and binding decision upon any timely and properly presented claim by either party that the other has violated this agreement, except that the arbitrator shall not have authority respecting any matter as to which (a) the County retains exclusive rights under Section 3 of this Agreement or by operation of law or otherwise or (b) another method of review is prescribed or made applicable by law or rule or regulation having the force and effect of law. The arbitrator shall be without power or authority to make any decision which requires the County to commit an act prohibited or affirmatively permitted by law or rule or regulation having the force and effect of law or which violates or adds to any provision of this Agreement or any validly existing rule or regulation of the County. On application of the County to the New York Supreme Court within 90 days after its delivery, the decision of an arbitrator may be vacated on the ground that it violates this paragraph or on any ground upon which relief may be sought under Section 7511 or 7803 of the Civil Practice Law and Rules.

5. Findings and decisions are to be transmitted to the Association and the County and shall be enforced by them respectively, as the case may be.

6. The costs of the services of the arbitrator shall be shared equally by the parties.

14. DUES DEDUCTIONS

A. The County agrees to deduct from the salaries of its employees full and part-time membership dues and/or life, sickness and accident premiums for the Association from employees who voluntarily and individually authorize the County to deduct and to transmit monies to the Association and in a manner consistent with the law.

B. The County agrees to deduct from the salaries of its employees premiums for personal lines of Casualty Insurance, such as auto, homeowners, etc., for the Association from employees who voluntarily authorize the County to deduct and to transmit monies to the carrier or agent designated by the Association. The carrier or agent designated for this program by the Association may be changed by mutual agreement between the County and the Association.

C. Deductions authorized by any employee shall continue as so authorized unless, and until, the employee notifies the County Comptroller as to his/her desire to discontinue or to change the authorization in writing.

D. The Association assumes full responsibility for the disposition of the funds so deducted once they are turned over to the Association.

15. PROTECTION OF EMPLOYEES

A. All permanent full-time employees shall be entitled to the Progressive Discipline System and changes thereto, as developed and directed by the Office of Labor Relations. All hearings provided for by the Discipline System shall be conducted by the Central Administration of each Department. The Association shall have the right to appeal any discipline imposed by the department by use of the discipline system to the Director of Labor Relations. However, under no circumstances will a full time, permanent employee be terminated for disciplinary reasons, unless he/she is given the opportunity of a Section 75 Hearing. All Section 75 Hearings shall be processed through the Office of Labor Relations. The officer or body having the power to remove an employee against whom charges are preferred shall appoint, in writing, the Director of Labor Relations or his/her designee to serve as the Hearing Officer.

Where the County is seeking the termination of an employee, the employee may elect to proceed to arbitration regarding whether the County had just cause, in lieu of a hearing pursuant to Section 75 and 76 of Civil Service Law and shall execute a waiver at the time of exercising the arbitration option.

A supervisor who wishes to meet with an employee, whereby the meeting could reasonably result in disciplinary action, shall notify the employee prior to the meeting of his/her right to have a representative of the Association present at any interview.

B. Seniority - Will be based on the date of commencement of employment for all employees. Each Department will maintain a current seniority list of its personnel. The president of each unit shall request and receive a copy of the current seniority list of his/her unit(s) twice a year during January and July. The seniority list shall include the name, seniority date, title and Social Security number of the employees. This list will be used to determine individual employee preference in vacation, leave rule decisions and job security.

In the case of non-competitive and labor class employees, advancement shall be made in accordance with the Blue Collar Career Ladder Agreement.

C. Any permanent employee whose position is to be abolished shall be given 60 calendar days' notice, in writing, by the Office of the County Executive and shall be given first preference for any vacant positions in the same or related title areas within the County. With regard to the abolishing of non-competitive and labor class positions, the County will continue to follow its current practice.

When a competitive employee's job is abolished and he/she has permanent status in a non-competitive or labor class position, the employee may bump or retreat to the previously held non-competitive or labor class position.

D. Eligibility for Benefits - All full-time employees receive the full benefits. Permanent part-time budgeted employees shall participate in all time accrual benefits proportionate to the number of hours worked per day. Permanent part-time budgeted employees hired after June 16, 1998, must work greater than 50% of the established work week to be entitled to benefits.

Refer to Appendix H for Eligibility of Benefits.

Part-time employees who are scheduled to work more than 22 weeks per calendar year shall be entitled to salary benefits within this Agreement as per their respective salary schedule.

E. Any law enforcement agency may not make use of the polygraph while investigating the activities of a police or peace officer unless a criminal matter is involved.

F. Non-competitive or labor class employees shall be returned to their former (prior) position during their probationary period if:

1. they fail probation and
2. request return to their prior position.

If the employee voluntarily goes back or fails, the employee cannot reapply for one year.

G. Job Abandonment

1. Employees absent from work without authorization for 10 consecutive workdays shall be deemed to have resigned from their positions if they have not provided a satisfactory explanation for their absence on or before the 11th workday following the commencement of their unauthorized absence.

2. Within 30 calendar days commencing from the 10th

consecutive day of absence from work without authorization, employees may submit an explanation concerning their absence to the appointing authority. The burden of proof shall be upon the employee to establish that it was not possible for them to report to work or notify the appointing authority, or the appointing authority's designee, of the reason for their absence. The appointing authority shall issue a short response within five calendar days after receipt of the explanation. If the employee is not satisfied with the response, the Association, upon the employee's request, may appeal the appointing authority's response to the Office of Labor Relations within five calendar days after receipt of the appointing authority's response. The Director of Labor Relations or the Director's designee shall issue a written response within five calendar days after receiving the appeal. The procedure contained in this subsection shall not be arbitrable.

H. Protection of Employees (Verbal Reprimands)

Verbal reprimands shall not be placed in an employee's personnel file and the supervisors shall remove and destroy verbal reprimands from his/her files after six months, if there are no further disciplinary actions during that time period.

16. PERSONNEL FILES

A. Upon request and at reasonable intervals of time, an employee shall be permitted to examine his/her official Department personnel file.

B. Employees will be permitted to reproduce, once a year, upon their request, any material in their personnel file.

C. There shall be only one departmental "employee personnel file," except as otherwise agreed upon by the Director of Labor Relations and the President of the Association.

D. No material shall be placed in the file unless the employee has had an opportunity to read the material and affix his/her signature on the actual copy to be filed with the understanding that the signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its contents. If the employee refuses to sign the copy, the supervisor may insert the material in the file after adding to it and signing the following statement, witnessed by a union official: "I hereby certify that the employee named above has seen and read this material but has refused to affix his/her signature hereto."

E. The employee shall have the right to answer any material filed and his/her answer shall be attached to the filed copy.

F. Personnel files shall be maintained in accordance with State Law. This paragraph shall be deleted effective June 29, 2005.

17. MISCELLANEOUS

A. Shift Change

1. The County shall give 10 working days' written notice to an employee hired for a particular shift before changing the shift, except in case of emergency. Notice may be waived by the mutual consent of the employer and the employee. The County shall bear the burden of proving that an "emergency" exists within the meaning of this exception.

2. The County may temporarily change an employee's shift without penalty for training or conferences. Employees being moved from shifts which carry a shift differential shall receive that differential during the training or conference.

Shift assignments shall be determined on the basis of seniority as defined in Section 15(B) hereof and job

classification.

It is recognized by both parties that shift assignments by seniority may only be made at a time when there is a vacancy for a particular shift. In no case may an employee with more seniority bump a less senior employee for the less senior employee's permanent shift.

3. The County may change an employee's shift as a result of disciplinary action or during the employee's probationary period. Probationary employees whose shifts are changed during their probationary period will receive a differential if they have come from a job which carries a differential.

4. A shift shall be considered to fall on the day on which the majority of hours of work fall.

B. A representative of the Association shall be permitted to make one contact during regular hours with each new employee to explain the Association's role as the employee's bargaining agent and to orient the employee with respect to benefits available. The Association's representative shall make this contact during his/her allotted release time. The new employee shall be using his/her own time (for example, coffee breaks, lunch breaks), not County time. The Association shall be notified of each new employee not later than the end of the first payroll period.

C. **Salary Appeals** - The Classification and Salary Appeals Board shall consist of five members: two representatives appointed by the County Executive's Office, two representatives appointed by the Association, and one representative to be mutually agreed upon by the County Executive and the Association President. This Board shall consider all appeals for employees covered under this Agreement. All appeals will be processed within two weeks after being submitted. The Board shall have the authority to draw their own rules and guidelines, which shall be binding upon the County and the Association. The Board shall meet at least twice per year.

The decisions of the Classification and Salary Appeals Board, limited to two grades or two steps and further limited to \$500,000 for all decisions for each fiscal year, shall be final and binding. Payments shall be computed on an annualized basis. Effective November 5, 2003, all funds not expended during the calendar year 2003 will be available the following year, but not beyond December 31, 2004.

No employee nor group of employees who have received a salary reallocation may re-appeal to the Board within a three year period. An employee or group of employees who receive no salary reallocation as a result of their appeal may not re-appeal to the Board for a one year period.

The only body that may reallocate a grade, grades or a step or steps, of all titles covered by this Agreement shall be the Classification and Salary Appeals Board, as outlined in Rule V, unless agreed to by the Association President and the Director of Labor Relations.

D. **New Titles** - When a new title is approved by Civil Service, if this title is appropriately covered by this Agreement and the Association disagrees with the Director of Labor Relations' grade placement of the title, the title shall be filled and they shall meet to negotiate the grade placement. Their agreement, if it involves a rate change, shall be retroactive to the employee's first day of work.

E. A mandatory training program will be developed for peace and police officers, which shall be implemented as soon as

practical after hiring and shall consist of appropriate training programs. Police academic training will be made available to those Departments without training staffs of their own and for courses relating to general peace officer's responsibilities.

F. Peace and police officers, who are required to carry a gun in the performance of their duties, shall receive annual firearms training once a year with mileage to and from the site to be reimbursed by the County.

G. Pistol Permits - The County will issue Pistol Permits to peace and police officers upon retirement from County Service. These pistol permits will be issued at the employee's own expense and these employees must also meet the requirements under Section 400 of the State Penal Law.

H. Emergency Conditions - Department heads will be notified by the County Executive or his/her designee that, due to an emergency condition, certain and/or all of their employees may leave a work site(s). It shall be solely determined by the County Executive or his/her designee as to whether the employees will be required to charge the time to their accruals.

Those employees who are required to stay on duty shall receive only their regular pay. This assignment of those who stay on the job site shall be on a rotating basis.

The arbitration award and court decision in Koncelik will not be cited in any subsequent proceeding.

Where the towns, state, village or County roads are closed and, as a result, an employee is prevented from traveling to work, the employee may utilize sick time if there are no other accruals available.

In the case where an employee claims absence due to severe weather conditions and only sick leave accruals are available, the charging of sick time will be at the sole discretion of the Director of Labor Relations, whose decision shall not be subject to the grievance and arbitration procedures.

I. Transfers

1. In the event that an employee transfers from one position to another, the employee will transfer with all earned privileges, personal days, vacation and sick time accrued by him/her. Employees who transfer between Departments of the County government, with no break in service, will do so with the aforementioned privileges and benefits.

2. The Association recognizes the County's rights with regard to transfer. The parties agree, however, that a substantial degree of stability is desired. Therefore, for noncompetitive and labor class employees, posting of vacancies and the filling of the positions shall be made in accordance with the Blue Collar Career Ladder Agreement.

3. A list shall be maintained by the Office of Labor Relations of any competitive employee and any non-competitive employee in conformance with the Blue Collar Career Ladder language, requesting a transfer from one appointing authority to another. The names of employees requesting transfers will be forwarded to any department requesting to fill the title they occupy.

4. It shall not be necessary to post entry level, non-competitive and labor class vacancies. However, each Department is to notify the President of the Association of any entry level, non-competitive and labor class position which it is contemplating filling.

J. Meal Allowance

1. Employees eligible for a meal allowance on County Business in or outside of the County of Suffolk shall receive an

allowance of \$12 per meal.

2. Employees shall be considered eligible for a meal allowance when they are required to work four consecutive hours either before or after a normal work day, or are required to report to work on a regular day off or a scheduled holiday.

3. Employees are responsible for submitting meal allowance vouchers on a monthly basis.

4. Those Departments which normally supply their employees with meals (in-house or out-of-house) may continue to give meals in lieu of various allowances.

K. Tuition Reimbursement

1. The County shall establish rules and regulations on which an in-service program of training shall operate, pursuant to which the County will provide 75% of the cost of approved courses of study upon the successful completion thereof by the employee.

2. A Joint Labor/ Management Committee shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the Association President who will oversee the tuition reimbursement program. The County will allocate \$200,000 for each year of the Agreement.

a. Reimbursement shall be approved on a course of study basis and shall include all required courses mandated by the educational institution for the completion of the course of study approved.

b. Required classes, which comprise the requirements necessary to obtain a certificate, shall be inclusive of the terms for other approved courses of study.

c. Rate of reimbursement shall be at 75% of the cost per credit hour in addition to any agreement between the County and the institution attended (e.g., reduced tuition rate).

d. The annual allotment rate shall be \$200,000 per year. Funds not expended during the calendar year 2003 shall be available the following year, but not beyond December 31, 2004.

e. The Tuition Reimbursement Committee as described in Section 17(K) of the White Collar Agreement and 17(I) of the Blue Collar Agreement, shall meet to review and discuss the status of the program. This shall include, but not be limited to, course eligibility (e.g., required and core courses), reimbursement rate and expenditure of funds and may institute a cap or adjustment of the reimbursement rate, expenditure of funds and total yearly credit hour reimbursement allotment.

f. Each participant in the program shall be eligible for reimbursement for a total of 12 credit hours per fiscal year.

L. Postings - The Association shall have the right to post notices and other communications for a reasonable period of time, dealing with proper and legitimate Association business, on bulletin boards maintained on the premises and facilities of the employer. These notices shall show a date upon which they are to be removed from the bulletin boards by the County. In the event that the notice contains no date of removal, the County may remove it at its discretion.

M. Health and Safety - It is the obligation of the County to provide a safe and healthy work environment for all employees and to make every effort to ensure safe and healthy working conditions. The County shall direct supervisors to furnish forms for workers compensation claims to employees who are injured on the job who request the forms.

The parties shall develop a joint Labor/Management Health and Safety Oversight Committee composed of an equal number

of management and Association representatives. The Association will select its own representatives and shall co-chair the Committee equally. The designated representatives of the Association and the County shall meet on a regular basis. The Committee shall develop and implement programs to enhance skills and knowledge pertaining to general and job-specific safety and health. The County shall allocate an amount not to exceed \$50,000 annually for health and safety training of County employees.

1. All disputes and disagreements arising under health and safety clauses of this Agreement, if not disposed of by the Health and Safety Oversight Committee, shall proceed to the Health and Safety Grievance Board according to LL 10-1982 resolution N. 904-85 for appropriate recommendations for resolution.

2. Procedures for Imminent Danger shall be followed in accordance with the 7/19/91 Memorandum of Agreement.

3. Procedures for Indoor Quality shall be followed in accordance with the 5/22/86 Stipulation of Settlement.

4. Representatives of the Association and the County Attorney shall meet to confer on standard form lease language as to air conditioning and heating standards and equipment for facilities which are leased by the County.

5. **Lyme Disease Testing Policy** - The County shall provide Lyme Disease testing, at no cost to the employee, to those whose County work includes a minimum of one hour of outside exposure in brush or wooded areas per month.

Each new employee whose job puts him/her at risk will be tested once before and once after the active deer tick season. All other employees will be tested annually after the deer tick season has ended.

The County shall set aside \$10,000 to cover the cost of this testing policy.

The County has agreed to provide testing for those employees who, in the course of their employment, are at risk of exposure to Lyme Disease. The testing procedures shall be developed by the County and the Association.

N. Hazardous Duty - Employees assigned duties deemed hazardous shall be entitled to a prorated stipend of \$500 per year, so long as they engage in these duties. The total sum expended under this provision shall not exceed \$225,000 during the life of this Agreement. This provision shall be implemented pursuant to the jurisdiction of a neutral designated by the parties. The neutral's decision shall be final and binding on all parties.

O. Civil Service Promotional List - The President of the Association shall be furnished with a copy of any original Civil Service promotional list when it is established and shall, in unique circumstances, receive upon request an updated list.

P. County Cars - It shall be at the sole discretion of the County on an individual basis as to which employees shall receive and be permitted to utilize County cars for travel to and from work. This determination shall be made in the best interest of the County and may be reviewed or changed at any time.

Q. Missing Checks - If a check is not given to an employee on a pay day and the employee has complied with all necessary requirements of the County, the following shall be done:

1. The employee will notify his/her Payroll Clerk no later than 9:30 a.m. of the next day.

2. The Payroll Clerk shall notify Audit and Control no later than 11:00 a.m. of this same day.

3. A replacement check will be issued no later than

4:30 p.m. of this same day. The employee shall be responsible to pick up his/her replacement check, with no loss in time.

R. Printing of Agreement - The County and the Association shall share equally in the cost of printing the Collective Bargaining Agreement. The County shall make reasonable efforts to print the Agreement within six months after final approval and ratification for distribution to all employees.

S. Dress Code - It is agreed that unit employees shall not appear at work dressed in shorts, T-shirts or tank tops. It is further agreed that additional and/or altered standards of dress and appearance proposed by individual Departments must be approved by the Association President and the Director of Labor Relations. In the event of disagreement, the matter shall be submitted to arbitration under the procedures set forth in this Agreement on the issue of the reasonableness of the proposed standard.

T. DSS Caseloads in the Suffolk County Department of Social Services and Health Services Nursing Personnel Workloads -

A Joint Labor Management Committee, which shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the Association President, shall be established to study case/work loads for these employees. Unless otherwise agreed in writing by the parties, a written report(s) shall be issued by the Committee by not later than one year following the complete ratification and approval of the 2004-2008 Agreement. It is understood that criteria and other matters that are not terms and conditions of employment shall not be subject to these negotiations. The results of these negotiations are subject to bilateral, written agreement by the AME and the Director of Labor Relations, but not impasse procedures including fact finding. In addition, disputes regarding this section shall not be subject to Section 13 of the Collective Bargaining Agreement (the grievance and arbitration procedure) or any other third party review.

U. Fire Rules - Effective June 29, 2005, Volunteer Fire Department personnel who have responded to a fire/emergency prior to the beginning of the normal work day shall be required to report to work immediately upon being released from their duties arising from the fire/emergency at no loss of time accruals to the employee. In addition, the Joint Labor Management Committee which shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the Association President, shall be reconstituted to study the formulation of policies and/or procedures regarding released time and related issues concerning volunteer ambulance personnel within the County. Unless otherwise agreed in writing by the parties, a written report(s) shall be issued by the Committee by not later than one year following the complete ratification and approval of the 2004-2008 Agreement. It is understood that criteria and other matters that are not terms and conditions of employment shall not be subject to these negotiations. The results of these negotiations are subject to bilateral, written agreement by the AME and the Director of Labor Relations, but not impasse procedures including fact finding. In addition, disputes regarding this section shall not be subject to Section 13 of the Agreement (the grievance and arbitration procedure) or any other third party review.

V. Convictions of Crimes - Employees in classifications in the Community Services Division of the Department of Social Services that involve substantial and regular contact with children, shall report any convictions of those crimes which are

directly related to or indicate any unreasonable risk for employment in child care settings. The classifications and listed crimes are set forth in Appendix E.

Employees who have been arrested for the specified crimes shall be transferred to a position that does not involve contact with children pending the determination of the charges. Failure to notify of arrests may subject the employee to disciplinary procedures.

W. Stress Management Training - At the discretion of the County, Emergency Services Dispatchers shall receive eight hours annually of Stress Management Training. The County shall consider other titles for this training.

X. Employee Retraining - The County will allocate \$250,000 for retraining within the County work force. The funds will be utilized to train County employees occupying titles or positions that the County identifies as possibly resulting in personnel reductions. The workers will be retraining in areas that the County has identified as growth areas.

Y. Outside Training - Auto Mechanics will be provided outside training, such as seminars or courses, for the purpose of upgrading technical knowledge. The Auto Mechanics shall go once a year or as necessary for refresher courses.

Z. Licenses - Any Auto Mechanic who is required by the County to obtain a license to maintain his/her current position will be reimbursed for the cost of the license. This shall be the total obligation by the County with regards to these licenses. This obligation does not apply to any license required as part of the minimum qualifications for those positions.

AA. Security Guards - The County agrees to pay for licensing fees and class/course time spent earning the licenses at straight time for any license mandated by the State of New York in order to be a Security Guard. The County will only be obligated to make payments one time per employee per year.

BB. K-9 Assignment - Employees who have the responsibility of caring for a dog shall be compensated for work done off duty for the care and maintenance of their dog in an amount equal to that provided by the Suffolk County Police Benevolent Association Agreement.

CC. Daycare - A Joint Labor Management Committee shall be established and comprised of three members appointed by the Director of Labor Relations and three members appointed by the Association President to promote the utilization of daycare for children of County employees.

DD. 24-Hour Allowance - In the case of employees who, by the nature of their duties, are required to work holidays and are employed in a 24-hour position (e.g., jail personnel, etc.) in addition to their normal pay they shall receive a \$75 entitlement on an annual basis. These payments for 24-Hour Allowance shall be made June 30th each year to those employees on payroll as of June 1st of each year.

EE. Tie Line - The County agrees to install a County tie line into Association Headquarters.

FF. Job Evaluations - Effective June 29, 2005, the County may implement procedures for job evaluations in any or all areas of the County in which no such procedure is currently in effect, and may revise those procedures where they currently exist. This paragraph satisfies the County's duty, if any, to negotiate regarding the County's decision to implement, and the impact of the implementation of, job evaluation policies and procedures.

GG. Attendance Control - Effective June 29, 2005, the County may implement an employee sign-in/sign-out procedure in any

or all areas of the County in which no such procedure is currently in effect, and may revise those procedures where they currently exist. When implemented, the County will furnish the relevant written procedures to the Association. This paragraph satisfies the County's duty, if any, to negotiate regarding the County's decision to implement, and the impact of the implementation of, sign-in/sign-out policies and procedures.

HH. Part-Time Employees and College Aides - A joint Labor/Management Committee, which shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the Association President, shall be established to study the County's use of non-Association bargaining unit part-time employees. Unless otherwise agreed in writing by the parties, a written report(s) shall be issued by the Committee by not later than one year following the complete ratification and approval of the 2004-2008 Agreement. It is understood that criteria and other matters that are not terms and conditions of employment shall not be subject to these negotiations. The results of these negotiations are subject to bi-lateral, written agreement by the AME and The Director of Labor Relations, but not impasse procedures including fact finding. In addition, disputes regarding this section shall not be subject to Section 13 of the Agreement (the grievance and arbitration procedure) or any other third party review. Nothing herein shall be construed as diminishing the Association's rights, if any, with regard to the contracting out of bargaining unit work pursuant to Appendix F ("Job Protection") or the Taylor Law.

18. LABOR MANAGEMENT COMMITTEE

A. Labor Management Committee - A Labor Management Committee will be formed to meet at least once a quarter, more often on call, for the purpose of discussing matters of mutual interest, involving employer/employee relationships. This Committee shall consist of six members: the Director of Labor Relations, the County Executive or his/her designated representative, the President of the Suffolk County AME and three members designated by the President of the Association.

B. Deferred Compensation - The 1992 Memorandum of Agreement is annexed hereto (See Appendix J).

C. Comparable Worth - Three representatives appointed by the County Executive and three Association member representatives approved by the President of the Association shall meet to examine the issue of comparable worth and recommend grade increases. Recommendations shall be made upon a majority vote and presented to a designee of the County Executive for final and binding determination.

19. Collective Bargaining Agreement

Notwithstanding anything herein contained to the contrary and irrespective of the fact that two separate Collective Bargaining Agreements have been entered into between the employer and the Association Bargaining Unit No. 2 and Bargaining Unit No. 6, it is hereby understood and agreed that in all cases where the benefit, board, committee, fund or other like provision is common to both Agreements, there shall be but one benefit, one board, one committee or one fund.

For example, both Agreements provide for a Benefit Fund. There is to be one Benefit Fund which provides benefits to employees of both Bargaining Unit No. 2 and Bargaining Unit No. 6. Also, both Agreements provide for a Classification and Salary Appeals Board. There will be one Classification and Salary Appeals Board with a budgetary limitation collectively of \$500,000.

It is further understood that provisions of this Agreement which are unique to one contract are only applicable to the employees of that bargaining unit.

20. This Agreement and all provisions herein are subject to all applicable laws and, in the event any provision(s) of this Agreement is determined to be invalid or in violation of any law, the provision(s) shall not be binding on either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision(s) had not been part of this Agreement. In that event, the parties shall commence bargaining for the purpose of agreeing upon a substitute valid provision(s), which shall then be included in the Agreement. If within 60 days of the commencement of bargaining, the parties are unable to reach agreement on a substitute valid provision(s), then the matter shall be referred to arbitration in accordance with the provisions of this Agreement.

Except as otherwise herein specifically provided, nothing herein shall be deemed to impair any existing conditions of employment more beneficial than those provided herein.

Except as otherwise herein, the terms of this Agreement shall become effective for a five year period from January 1, 2004 through December 31, 2008.

IN WITNESS WHEREOF, the parties have duly executed this agreement this ___ day of _____, 200_.

SUFFOLK COUNTY ASSOCIATION
OF MUNICIPAL EMPLOYEES
WHITE COLLAR UNIT

COUNTY OF SUFFOLK:

Cheryl A. Felice
President

Steve Levy
Suffolk County Executive

Jeffrey L. Tempera, Director
Labor Relations

Schedule A-3

BIWEEKLY 5% 2-TOUR ROTATING SHIFT RATES EFFECTIVE 1-1-04

<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
2	*	*	885	911	940	968	998	1030	1063	1096	1127	1162
3	*	894	922	952	978	1010	1041	1073	1106	1141	1175	1213
4	897	924	954	983	1012	1043	1075	1109	1145	1179	1216	1254
5	933	964	993	1026	1055	1090	1121	1157	1193	1230	1268	1306
6	966	995	1028	1058	1093	1125	1160	1195	1233	1272	1309	1349
7	1007	1037	1070	1104	1138	1171	1209	1244	1283	1323	1367	1408
8	1052	1083	1115	1153	1188	1225	1263	1301	1342	1382	1426	1470
9	1093	1125	1160	1196	1234	1273	1309	1350	1393	1435	1481	1528
10	1148	1182	1219	1256	1296	1337	1377	1420	1465	1508	1555	1604
11	1179	1216	1255	1294	1335	1374	1416	1462	1506	1553	1600	1650
12	1214	1252	1290	1332	1371	1413	1458	1503	1549	1597	1646	1696
13	1275	1311	1352	1397	1437	1482	1530	1576	1624	1676	1728	1781
14	1324	1369	1411	1453	1497	1545	1593	1642	1693	1744	1799	1855
15	1394	1437	1482	1529	1576	1623	1675	1727	1779	1834	1892	1950
16	1462	1506	1553	1600	1650	1701	1754	1807	1863	1924	1982	2042
17	1527	1573	1621	1673	1724	1776	1831	1889	1947	2006	2070	2134
18	1598	1647	1697	1750	1805	1861	1919	1977	2037	2102	2166	2233
19	1673	1724	1776	1832	1889	1948	2006	2070	2134	2200	2267	2338
20	1749	1804	1860	1917	1976	2036	2100	2165	2231	2302	2372	2447
21	1833	1890	1948	2009	2071	2135	2201	2268	2339	2411	2486	2564
22	1908	1967	2028	2092	2156	2223	2292	2361	2435	2508	2587	2666
23	1989	2050	2112	2178	2245	2313	2387	2460	2537	2613	2696	2778
24	2065	2128	2196	2264	2335	2407	2480	2555	2638	2717	2800	2890
25	2153	2218	2288	2357	2431	2505	2583	2663	2743	2832	2917	3007
26	2246	2316	2388	2461	2538	2616	2697	2780	2865	2958	3045	3142
27	2344	2415	2491	2570	2648	2729	2813	2902	2991	3084	3177	3277
28	2444	2521	2597	2678	2762	2846	2932	3025	3117	3214	3314	3415
29	2549	2630	2713	2796	2883	2970	3064	3158	3257	3356	3459	3568
30	2663	2744	2832	2918	3008	3102	3198	3296	3400	3505	3612	3725
31	2785	2871	2962	3051	3147	3245	3343	3448	3556	3665	3777	3893
32	2911	3000	3092	3190	3287	3387	3493	3602	3712	3827	3946	4068
33	3038	3133	3230	3330	3432	3537	3647	3760	3878	3997	4121	4247
34	3167	3264	3366	3470	3575	3689	3802	3921	4039	4164	4295	4428
35	3313	3414	3521	3630	3742	3858	3974	4100	4227	4356	4491	4629
36	3468	3574	3687	3800	3918	4037	4162	4292	4425	4561	4704	4847
37	3626	3738	3851	3970	4095	4221	4349	4485	4623	4767	4915	5067
38	3757	3872	3993	4116	4242	4375	4509	4648	4793	4940	5094	5215
39	3872	3993	4116	4242	4375	4509	4648	4793	4940	5094	5215	5215
40	3993	4116	4242	4375	4509	4648	4793	4940	5094	5215	5215	5215
41	4116	4242	4375	4509	4648	4793	4940	5094	5215	5215	5215	5215
42	4242	4375	4509	4648	4793	4940	5094	5215	5215	5215	5215	5215
43	4375	4509	4648	4793	4940	5094	5215	5215	5215	5215	5215	5215
44	4509	4648	4793	4940	5094	5215	5215	5215	5215	5215	5215	5215
45	4648	4793	4940	5094	5215	5215	5215	5215	5215	5215	5215	5215

* Denotes shall continue to receive \$1,100 annually

APPENDIX B

Intro Res. No. 1296-85 Laid on Table 3/26/85
Introduced by the Presiding Officer at the request of the County Executive.

RESOLUTION NO. 262 - 1985, ADOPTING LOCAL LAW NO. 6 YEAR 1985, A LOCAL LAW AMENDING LOCAL LAW NO. 30-1981, A LOCAL LAW TO PROVIDE FOR THE DEFENSE AND REIMBURSEMENT OF LEGAL FEES OF COUNTY EMPLOYEES IN CONNECTION WITH LAWSUITS ARISING OUT OF THE PERFORMANCE OF PUBLIC DUTIES OR RESPONSIBILITIES

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on March 26, 1985, a proposed local law entitled, "A LOCAL LAW AMENDING LOCAL LAW NO. 30-1981, TO PROVIDE FOR THE DEFENSE AND REIMBURSEMENT OF LEGAL FEES OF COUNTY EMPLOYEES IN CONNECTION WITH LAWSUITS ARISING OUT OF THE PERFORMANCE OF PUBLIC DUTIES OR RESPONSIBILITIES", and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that said local law be enacted in form as follows: LOCAL LAW NO. 6 YEAR 1985, SUFFOLK COUNTY, NEW YORK.

A LOCAL LAW AMENDING LOCAL LAW NO. 30-1981, TO PROVIDE FOR THE DEFENSE AND REIMBURSEMENT OF LEGAL FEES OF COUNTY EMPLOYEES IN CONNECTION WITH LAWSUITS ARISING OUT OF THE PERFORMANCE OF PUBLIC DUTIES OR RESPONSIBILITIES

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK as follows:

S1. Local Law 30-1981 is hereby amended to read as follows:

Section 1. Legislative Findings

This Legislature hereby finds that County employees are currently subject to numerous lawsuits in connection with the performance of their routine duties and responsibilities.

This Legislature further finds that the courts have held that the defense of certain employees by the County Attorney's Office upon occasion constitutes a conflict of interest due to the divergent interests of the multiple defendants in complex litigation.

Therefore, the purpose of this legislation is to eliminate such a conflict by providing for appropriate defense counsel of one's own choosing for employees under such circumstances.

Section 2. Definitions

Section 2 of Local Law No. 30-1981 is hereby amended to read as follows:

As used in this law, unless the context otherwise requires: (a) the term "employees" shall mean any person holding a position by election, appointment, or employment in the service of the County of Suffolk, including, but not limited to, volunteers, any person not compensated for his or her services, and any member of any Board or Agency appointed by the County Executive and/or the Legislature, but shall not include an independent contractor. The term "employees" shall include a former employee, his estate or judicially appointed personal representative (b) the term "County" shall mean the County of Suffolk (c) the term "Legislature" shall mean the Suffolk County Legislature.

Section 3. Amendment

Section 3 of Local Law No. 30-1981, is hereby amended to read as follows:

(a) Upon compliance by the employee, peace officer or legislator with the provisions of section 3 of this Law, the County shall provide for the defense of the employee in any civil action or

proceeding in any state or federal court of administrative agency arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting, or in good faith purporting to act, within the scope of his public employment or duties, or which is brought to enforce any provisions of Sections 1981 through 1988 of Title 42 of the United States Code. This defense shall not be provided where such civil action or proceeding is brought by or on behalf of the County or any agency of the County. The determination of an issue of whether or not an employee was acting within the scope of his public employment or duties at the time of the occurrence, act or omission giving rise to a claim shall be made in the first instance by the County Attorney.

(b) Subject to the conditions set forth in this Law, the employee shall be represented by the County Attorney or an attorney employed or retained by the County for the defense of the employee. The County Attorney shall employ or retain any attorney for the defense of the employee whenever (1) the County attorney determines, based upon an investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, (2) a court of competent jurisdiction determines that a conflict of interest exists and that the employee cannot be represented by the County Attorney, or (3) the County Attorney determines, based upon an investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inadvisable due to the unavailability of resources in the Department of Law.

(c) If an employee is entitled to representation by private counsel pursuant to Section 3 (b) of this Law, the County Attorney shall notify the employee in writing of such determination. The employee shall be entitled to select an attorney of his choice as private counsel provided, however,

(i) The County Attorney, upon review of the credentials of said attorney, approves said attorney as qualified to litigate such matters and,

(ii) The County Attorney determines in advance the fee to be paid for such representation, and provided further

(iii) that no attorney with interests adverse to or in conflict with the County be selected or permitted to represent employees covered by this Law. It shall be the responsibility of the County Attorney to determine when an adverse interest exists which would cause the disqualification of any attorney. Reasonable attorney's fees as determined by the County Attorney and litigation expenses shall be paid by the County to such attorney employed or retained, from time to time, during the pendency of the civil action or proceeding. Payment of such fees and expenses shall be made in the same manner as other claims and expenses of the County. Any dispute with respect to representation of multiple employees by the County Attorney or by an attorney employed or retained for such a purpose or with respect to the amount of the fees or expenses, shall be resolved by the Court.

(d) Where the employee delivers process and a request for defense to the County Attorney as required by Section 4 of this law, the County Attorney shall take the necessary steps, including the retention of an attorney under the terms and conditions provided in Section 3 (b) and (c) of this Law, on behalf of the employee to avoid entry of a default judgment, pending resolution of any question relating to the obligation of the County to provide a defense.

(e) In the event that the act or omission upon which the court proceeding against the employee is based was or is also the basis of a disciplinary proceeding by the employee's Department or agency against the employee, then representation by the County Attorney may be withheld (i) until such disciplinary proceeding has been resolved

and (ii) unless the resolution of the disciplinary proceeding exonerates the employee as to such act or omission.

Section 4. Beneficiaries

The benefits of the amendments contained in this Law shall be extended to all employees, including any employee in a negotiating unit for which an agreement has been negotiated pursuant to CIVIL SERVICE LAW, Article 14, regardless of whether such agreement expressly so provides, any language in Section 6 of Local Law No. 30-1981 to the contrary notwithstanding.

Section 5. Separability

If any provision of this Law, or the application thereof to any person or circumstance, be held unconstitutional or invalid in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this Law or the application of any such provision to any other person or circumstance.

Section 6. Recovery of Fees, Sanctions & Costs

Any County employee, for whom and on whose behalf a defense is provided by the County, pursuant to the provisions of this local law, shall promptly remit to the County Treasurer any award of fees, sanctions or costs made to such employee, unless otherwise directed by the Court.

S2. Effective Date and Applicability

This local law shall take effect upon filing in the office of the Secretary of State. The provisions of this local law are deemed remedial in nature and effect, and shall be applied to every action or proceeding hereafter commenced; or which is pending before a Court, or, for the appeal of any order or judgment in which time has not yet expired, at the time this local law takes effect.

APPENDIX C
CHILD CARE LEAVE

A. CHILD CARE LEAVES GENERALLY:

1. Leaves shall be granted by the Department Head for child care in accordance with the following rules and regulations.

2. The employee concerned should give reasonable notification of intent to take such leave so that arrangements may be made by the Department for a necessary replacement of the employee during the period of leave.

B. CHILD CARE LEAVE: A child care leave shall be granted upon application in accordance with these guidelines to a natural or adoptive parent of either sex. A child care leave will be granted in the case of an individual and/or multiple births in accordance with the following:

1. Only one parent may be on a child care leave at any given time.

2. A child care leave may commence no earlier than the date of the birth of the child.

The commencement of a child care leave in connection with an adopted child shall be directly related to the date the child is placed in the home.

3. Child care leaves may be granted to a maximum of 12 months. However, in no case will an employee be permitted a combination of disability and child care leave which extends beyond a one year period inclusive of any disability leave (i.e., an employee who starts a disability leave four weeks before the date of delivery and uses accumulated time for the first eight weeks after the birth, may only take a child care leave of up to nine months). Where an employee has taken disability leave during the first six months of pregnancy and where the employee has returned to work for a minimum of three months prior to the birth of the child, such prior time taken for disability shall not be included in the calculation of the 12 month leave.

4. Any employee who does not commence child care leave immediately upon termination of a disability leave and/or any employee who does not commence child care leave upon the birth of the child and/or any adoptive parent employee, shall have the length of child care leave computed as follows:

<u>Age of Child Upon Start of Leave</u>	<u>Maximum Permissible Child Care Leave</u>
Birth up to 2 months	10 months
3 months	9 months
4 months	8 months
5 months	7 months
6 months	6 months
7 months	5 months
8 months	4 months
9 months	4 months
10 months	4 months
11 months	4 months

5. No child care leave shall be permitted for a child one year or older, except:

a. Where there are mitigating circumstances (such as, an infant who has required extensive hospitalization) and where the employee has returned to work and did not avail her/himself of a child care leave, the employee may make application to the Office of Labor Relations for special consideration for a child care leave extending beyond the child's first birthday.

b. Where an adoptive parent can show that an adoptive agency necessitates the adoptive parent to be at home with an adoptive child over the age of one year, the adoptive parent may make application to the Office of Labor Relations for a child care leave of a four week period. A minimum of four weeks will be granted in the adoption of a child over one year of age. Where an

adoption agency necessitates more than a four week leave period, the employee shall be responsible for documenting same at the Office of Labor Relations in order to have the four week leave period extended.

6. No employee shall be permitted to use any type of leave accruals during a child care leave, except where an employee has a pre-approved vacation period, (an employee may use vacation, compensatory or personal time) falling within the time period for which they have been granted a child care leave. The vacation period is to commence "immediately following the period of maternity disability leave." An employee is not permitted to use other type of leave accruals immediately preceding or after such leave, except a disabled employee may utilize all applicable disability leave accruals (regardless of type) immediately before or after child care leave.

APPENDIX D

Long Term Disability Insurance

I. Eligibility

An employee is eligible to receive the disability income benefits for a non-job-related illness which lasts in excess of 90 consecutive calendar days (at no time is an employee permitted to receive both workers' compensation and disability income for the same illness). The benefits provide for a weekly payment of two-thirds of the employee's income up to \$300 per week. These payments will be made on a bi-weekly basis by the County. An employee is eligible for this benefit payment for a maximum of 104 weeks. This benefit payment is to be made to an eligible employee regardless of the employee's payroll status (i.e. receiving accruals, on one-half sick pay, on an unpaid leave of absence, or at the exhaustion of the unpaid leave of absence). No accruals may be used to enable an employee to receive more than his/her full salary. Disability income is a taxable benefit. FICA must also be deducted from disability income for six calendar months after the calendar month that the employee last worked. Each employee receiving disability income should discuss disability tax income provisions with his/her tax consultant at the year's end. A separate W-2, indicating the disability income received, will be issued by the County at the end of the year. The effective date for the implementation of the 90-calendar-day waiting period is January 1, 1990.

II. To Apply for Disability Income

Application forms can be obtained from the employee's Departmental payroll/personnel representatives. An employee suffering a disability expecting to last in excess of 90 consecutive calendar days should submit the Suffolk County Disability Claim Form and W-4S Tax Form to his/her Departmental payroll/personnel representative 30 days after the disability has begun. The physician's statement on the application must be completed before the form is submitted. By his/her signature on the application, the disabled employee is authorizing release of all medical records and documentation relating to his/her disability claim. Medical bills are not covered by disability and must be forwarded to the employee's health benefit carrier. The County may, at its discretion, schedule an employee for a consulting physician's examination to certify and/or recertify the disability.

The employee will be notified as to the approval or disapproval of his/her claim.

III. To Appeal a Disapproved Claim

Should the County deny an employee's claim for disability income, the employee will have the right to appeal to the Office of Insurance and Risk Management in writing within 30 days of his/her notification. The appeal should include any additional evidence which may substantiate the employee's claim. Copies of this appeal should be sent to the Department's payroll/personnel representative, the Office of Labor Relations, and the employee's Union if applicable.

When such a disagreement occurs, the matter will be referred to a third-party physician and his/her decision will be binding.

IV. To Return to Work

As soon as the employee is notified by his/her physician that he/she can return to regular duty, the employee must notify his/her payroll/personnel representative. The notice must include a medical report completed by his/her personal physician. An employee returning to the payroll from disability income is required to complete a W-4 to be submitted to the payroll/personnel representative.

V. Recurrence of Disability

Once the employee has returned to work, his/her disability income ceases. Should the employee suffer a recurrence of the original disability, based on a new incident, a 90-calendar-day waiting period must again elapse before he/she is again eligible to receive disability income. Should the employee be unable to perform his/her duties due to the existence of the same condition without further incident, the claimant may then continue to receive disability benefits, without any further waiting period, until the original one year period of payments has elapsed.

Should the claimant suffer a new disability unrelated to the original disability, the normal 90-calendar-day period and all procedures as previously stated will apply.

General questions which you may have regarding all benefits should be referred to your Departmental payroll/personnel representative. Specific questions regarding your individual circumstances for Health Insurance Benefits should be referred to the Employee Benefits Unit of the Department of Civil Service/Human Resources at 34866 (853-4866), or e-mail to ebu@co.suffolk.ny.us. Specific questions regarding the Long Term Disability Insurance can be referred to the Office of Insurance and Risk Management at 853-4700.

APPENDIX E

Classification of Crimes

A. Schedule of Classifications in the Community Services Division of the Department of Social Services

Caseworker
Homemaker
Community Service Worker
Community Service Aide

B. Schedule of Crimes Disqualifying Employees from Employment in Child Care Settings

<u>Crime</u>	<u>Penal Code Sections</u>
Homicide	125.10 through 125.27, inclusive
Sex offenses:	
Sexual Misconduct	130.20
Rape	130.25, 30, 35
Sodomy	130.40, 45, 50
Sexual Abuse	130.55, 60, 65, 70
Kidnapping	135.10, 135.20, 135.25
Criminal possession of a controlled substance as a felony	220.05 through 220.21, inclusive
Criminal sale of a controlled substance	220.31 through 220.43, inclusive
Criminal sale of marijuana as a felony	221.50 and 221.55
Promoting Prostitution as a felony	230.30 and 230.32
Obscenity	235.06 and 235.07
Disseminating indecent material to minors	235.21
Abandonment of a child	260.00
Endangering the welfare of a child	260.10
Promoting sexual performance by a child	263.05, 263.10 and 263.15
Criminal possession of a weapon as a felony	265.02, 265.03, 265.04

APPENDIX F

JOB PROTECTION

1. Before assigning AME unit work to persons not in the AME Unit:
 - a) The County shall provide notice to AME stating the County's needs; and
 - b) AME may, within 10 days thereafter, propose alternatives to satisfy the County's needs; and
 - c) If AME proposes alternatives, the County and AME will meet and confer with respect to the AME proposals.
2. The County agrees it will not lay off AME employees as a direct result of an assignment of unit work.
3. AME shall receive monthly copies of such items relating to sub-contracting as are requested by them and which are available as a matter of public information.
4. AME shall be provided copies of all future contracts between contractors and the County relative to work now being done by negotiating unit personnel.
5. The Labor/Management Committee comprised of the Office of Labor Relations and AME referenced in Section 18 of the 1989 - 1991 A.M.E. Collective Bargaining Agreement shall meet on a regular basis to discuss current and proposed County contracts with regard to "Historically and Exclusively" contracting out bargaining unit work.

APPENDIX G

BILL OF RIGHTS

To insure that individual rights of employees are maintained, the following shall represent the employees' **Bill of Rights**:

1. In all disciplinary hearing proceedings, the burden of proof that discipline is for just cause shall rest with the employer.
2. An employee shall be entitled to a union representative or an attorney at each step of a disciplinary proceeding instituted.
3. An employee shall be entitled to a union representative or an attorney at an interrogation if it is determined by the questioner or reviewer at that time that such employee is a likely subject for disciplinary action.
4. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is so advised in advance.
5. Except as provided in Section 7 below, no statement(s) or admission(s) made by an employee during an interrogation held without that employee having the opportunity of a union representative or an attorney will be subsequently used in a disciplinary proceeding against such employee.
6. No employee against whom disciplinary action has been initiated shall be requested to sign any statement or admission of guilt, to be used in a disciplinary proceeding without the opportunity to have a union representative or an attorney.
7. An employee shall be entitled to a union representative at each step of the grievance procedure.
8. An employee shall not be coerced or suffer any reprisal, either directly or indirectly, that may adversely affect that individual's hours, wages or working conditions as the result of the exercise of the rights provided by this Agreement.
9. Disagreements arising as to the interpretation or application of this Bill of Rights shall not be specifically addressed under this Bill of Rights, but must be grieved under the appropriate Article contained in the Agreement.

APPENDIX H

ELIGIBILITY FOR BENEFITS

Effective June 16, 1998, the following eligibility benefits shall apply by amending Section 15(D), "Eligibility for Benefits" and Section 7.1 Health Insurance, of the Collective Bargaining Agreement as follows:

1. No one employed as a permanent part-time budgeted employee before June 16, 1998, shall lose any benefits specifically set forth in the Collective Bargaining Agreement which they currently enjoy.

2. Any permanent part-time budgeted employee hired after June 16, 1998, must work greater than 50% of the established work week to be entitled to benefits. These benefits include Health Insurance coverage, Benefit Fund contributions, longevity payments and prorated accruals. Any benefits or contributions that are not extended to part-time budgeted employees prior to June 16, 1998, are similarly included.

3. Employees working greater than 50% of the established work week in a permanent part-time budgeted position shall receive full Health Insurance coverage, Benefit Fund contributions, longevity payments and prorated accruals. Accruals will continue to be prorated based upon the percentage of the work week an individual is scheduled to work. Any benefits not enumerated herein which are currently extended to similarly situated employees shall continue.

4. Employees working 50% or less shall have the option of purchasing health insurance on a prorata basis (e.g. a 40% employee can opt to pay 60% of health insurance premium).

APPENDIX I

(WORKERS' COMPENSATION MOA)

APPENDIX I

COUNTY OF SUFFOLK



ROBERT J. GAFFNEY
SUFFOLK COUNTY EXECUTIVE

DAVID S. GREENE
DIRECTOR

LABOR RELATIONS

MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an agreement between the Suffolk County Association of Municipal Employees and the County of Suffolk with regard to amending Section 7.2 "Workers Compensation" to provide for an independent medical consulting facility to serve as the third party medical group. The parties, agree as follows:

1. St. Charles Hospital and Rehabilitation Center in Port Jefferson, New York shall be deemed the Third Party Medical Group (T.P.M.G.).
2. The purpose of T.P.M.G. is to determine whether an employee who incurred an illness or injury (mental or physical) as the result of the performance of his/her duties has sufficiently recovered and is physically and mentally able for either temporary limited duty assignments (special assignment) or full duty.
3. The parties agree that the examining physician assigned by the T.P.M.G. shall complete a MEMBERS CONDITION AND RESTRICTIONS REPORT, upon completion of the evaluation. The County shall assign employees limited to restricted duty to duty assignments consistent with the restrictions noted on said report.
4. The examining physician assigned by the T.P.M.G., prior to making their determination, shall receive copies of the employee's diagnostic reports, x-rays, lab reports, hospital records and such other clinical evidence as the parties may deem relevant which would enable the consultants to render their own objective determination. Records may not be unilaterally submitted to the medical consultants. All records shall first be screened at a joint meeting of the representatives of both parties who will then forward said documents to the medical consulting service.
5. If the determination by the T.P.M.G. is for less than full duty e.g. temporary totally disabled or light duty, the T.P.M.G. shall set forth a time period when the employee shall again be re-evaluated. The County's Medical Evaluation Unit (M.E.U.) may re-evaluate the employee within one month of the date set by the T.P.M.G.

continued.....

LOCATION
H. LEE DENNISON BLDG.
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

(516) 853-4900
FAX (516) 853-4981

6. The re-evaluation by the County's M.E.U. may be included in the package sent to the T.P.M.G. for subsequent re-evaluation, but may not change the employees current status.
7. Appointments with the T.P.M.G. will be scheduled by the department's personnel office.
8. The Office of Labor Relations shall act as the liaison in settling internal disputes between the Association and any department.
9. All other provisions of Section 7.2 remain in full force and effect.

DATED: 5/7/99

FOR THE ASSOCIATION:

Phyllis M. Garbarino
Phyllis M. Garbarino, President
Suffolk County Association of
Municipal Employees

FOR THE COUNTY:

David S. Greene
David S. Greene, Director
Suffolk County Executive:
Office of Labor Relations

ab

APPENDIX J

(DEFERRED COMPENSATION MOA)

APPENDIX J

COUNTY OF SUFFOLK



ROBERT J. GAFFNEY
COUNTY EXECUTIVE

PERSONNEL AND LABOR RELATIONS

DAVID S. GREENE
DIRECTOR
JEFFREY L. TEMPERA
DEPUTY DIRECTOR

MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an agreement between the County of Suffolk and the undersigned unions with regard to a deferred compensation program.


The County of Suffolk has offered a deferred compensation program since 1986 which included a deferred compensation panel to advise the County Executive on such matters.

The parties by signing this agreement are amending their respective Collective Bargaining Agreements to include the advisory panel and deferred compensation program. The County of Suffolk agrees to continue offering the deferred compensation program as well as an oversight panel. The panel will consist of one member designated by each of the below listed unions and an equal number of members designated by the County Executive. The panel will serve as an oversight committee to make recommendations to the County Executive for his designation of financial and/or administrative providers. The panel will also review and render final determinations regarding hardship matters, carry out any other responsibilities as provided for in State Finance Law No. 5, the Rules and Regulations promulgated thereunder and any other applicable Federal or State laws, rules or regulations, as well as any other matters mutually agreed to by the parties.

DATED: June 8, 1992

ASSOCIATION OF MUNICIPAL EMPLOYEES

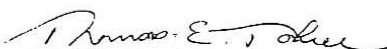
SUPERIOR OFFICER'S ASSOCIATION

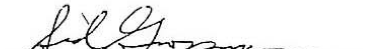

W. Charles Bender, President


Arthur J. Giff, President

PATROLMEN'S BENEVOLENT ASSOCIATION

DETECTIVE INVESTIGATOR'S PBA


Thomas E. Tohill, President

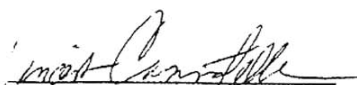

Sid Grossman, President

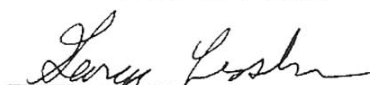
Re: Deferred Compensation M.O.A.

Page 2

CORRECTION OFFICER'S ASSOCIATION

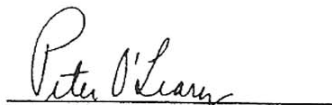
DEPUTY SHERIFF'S BENEV. ASSOC.



Vincent Cannatella, President


George Lessler, President

SUFFOLK COUNTY DETECTIVE'S
ASSOCIATION, INC.

COUNTY EXECUTIVE'S OFFICE
PERSONNEL & LABOR RELATIONS


Peter O'Leary, President


David S. Greene, Director

jd

APPENDIX K
(Cancer Pool)

APPENDIX K

COUNTY OF SUFFOLK



ROBERT J. GAFFNEY
Suffolk County Executive

LABOR RELATIONS

Jeffrey L. Tempera
DIRECTOR

MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an agreement between the county of Suffolk and the Association of Municipal Employees to establish a pool of donated time for employees being treated for Breast Cancer.

Suffolk County recognizes the ever-increasing number of Breast Cancer incidents on Long Island and the hardship the treatment of such an illness places on the individual and their families. Therefore, Suffolk County has developed a proposal to assist those County employees, and their families, who are being treated for Breast Cancer.

The Office of Labor Relations receives quite a few requests to establish catastrophic illness/donation of accrual pools for individuals diagnosed with and being treated for Breast Cancer. While unfortunate, Breast Cancer, under normal circumstances, does not meet the criteria associated with a catastrophic illness. However, the hardship to the individual and the special needs associated with treatment and recuperation from Breast Cancer certainly warrants special consideration. It is for these reasons that this proposal addresses a concern of major consequence for families on Long Island.

Under this new program, AME members wishing to participate will be permitted to "voluntarily" donate "compensable" time to a pool of hours to be utilized for any employee, within AME, who is being treated for Breast Cancer and has exhausted his/her own accruals. The pool of hours will also be available for County employees within AME, who are primary caregivers or caretakers for a spouse being treated for Breast Cancer.

The following rules and procedures associated with this program shall apply, without exception, to AME members.

1. The Program will be "non-precedent setting", non-grievable", and "non-arbitrable".

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H. LEE DENNISON BUILDING
100 VETERANS MEMORIAL HIGHWAY

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FAX (631) 853-4981

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

2. Employees can only donate "compensable" time (accruals that result in county monies being expended, such as vacation time, compensation time, personal time and/or lag time, which would have been paid for upon separation). If an employee has both frozen and new accruals to donate, it is at their discretion as to which accruals shall be donated from. Time beyond contractual cap limitations at the end of the year may not be donated. Sick time may not be donated.
 3. The employees wishing to donate their time to this pool shall sign a form stating the type of accruals to be donated, the amount to be donated and that they understand this time may not be rescinded. This form shall be maintained in the Office of Labor Relations. A copy shall be provided to the department payroll representative so that they may correctly adjust the affected timesheets.
 4. Such donated time will be placed in a "special pool", which will be maintained by the Office of Labor Relations. The pool will be accessed by a committee, which will be comprised of the President of AME, or his/her designee, and a representative of the Office of Labor Relations.
 5. Once time has been donated, it cannot be rescinded.
 6. Proof of the employee's condition (or his/her spouse's condition) and a Treatment Plan or schedule must be provided to the Committee prior to consideration and approval for the use of pool hours. Periodic updates will be required (i.e. medical documentation).
 7. The employee must exhaust all of his/her own accruals prior to donated time being utilized. If all accruals have been exhausted and half leave pay has commenced, the donated time will supplement the employee's pay up to 100% of the employees "base pay". Any differentials the employees may have been receiving will not be considered. At no time can an employee's check be more than 100% of his/her normal gross salary.
 8. The Committee will make a recommendation to the Director of Labor Relations. The Director's decision shall be final and binding.
 9. The total amount of time an employee may utilize donated accruals for is six (6) months.
 1. (5) days x (7.0) hours x (26) weeks = 910 hours
 2. (5) days x (7.5) hours x (26) weeks = 975 hours
-

10. Extensions of up to but not to exceed six (6) months may be granted at the sole discretion of the Director of Labor Relations.

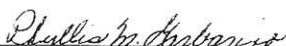
11. Any disagreement concerning the interpretation of the intent of this agreement shall be resolved by the Director of Labor Relations.

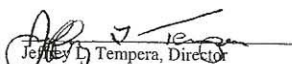
Nothing contained herein shall be deemed precedent setting and may not be cited in any other matter, such as but not limited to, any grievance, arbitration, court, PERB, or other related proceeding regarding the implementation and administration of the Breast Cancer pool, except to prove that a matter is non-grievable, arbitrable or non-precedent setting.

DATE: OCTOBER 8, 2002

FOR THE UNION:

FOR THE COUNTY:


Phyllis M. Garbarino, President
Suffolk County Association of
Municipal Employees


Jeffrey D. Tempera, Director
Suffolk County Executive:
Office of Labor Relations

LOCATION
H. LEE DENNISON BUILDING
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AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SUFFOLK COUNTY WITH SUFFOLK COUNTY ASSOCIATION
OF MUNICIPAL EMPLOYEES, INC.
BARGAINING UNIT NO. 2
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COUNTY OF SUFFOLK

Steve Levy
County Executive

Kevin Law
Chief Deputy County Executive

Paul Sabatino

LABOR RELATIONS

Jeffrey L. Tempera
Director

Erick Askerberg
Assistant Director

**SUFFOLK COUNTY ASSOCIATION OF
MUNICIPAL EMPLOYEES, INC.**

Cheryl A. Felice
President

Robert A. Tuerlings
Executive Vice President

James R. McNaught III
Third Vice President

Lydia Sabosto
First Vice President

Sondra Palmer Randall
Secretary

Josephine Passantino
Second Vice President

Daniel Farrell
Treasurer

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Chief Negotiators

Cheryl A. Felice, President
Robert A. Tuerlings, Executive VP

Charles Beck, DPW/Blue
Clifford Mitchell, DPW/White
Ronald C. Glogg, Parks Dept.
Cynthia McArthur, Health Services
Ernest Jackson Jr., Medical Examiner
Susan Grier - Labor
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Anna McCrone, Sheriff
James McNaught III, Cons. Affairs.
Karen Kessler, Patient Care
Kathleen A. Malloy - Social Services
Josephine Passantino - SCCC