

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF ONEIDA**

**AND**

**ONEIDA COUNTY SHERIFF'S DEPARTMENT EMPLOYEES  
LOCAL 1249**

**FOR THE PERIOD**

**January 1, 2022 – December 31, 2025**

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**Term of Agreement: January 1, 2022 - December 31, 2025**

**ARTICLE I**  
**APPLICABLE LAW**

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

**ARTICLE II**  
**RECOGNITION**

Oneida County and the Oneida County Sheriff (hereinafter collectively the "County") recognizes the Oneida County Sheriff's Department Employees Local 1249 of Council 82, AFSCME, AFL-CIO, (hereinafter referred to as Local 1249), as the sole and exclusive bargaining agent for all employees in the hereinafter defined negotiating unit for the purpose of collective negotiations and the administration of grievances arising thereunder.

The bargaining unit shall consist of those employees of the Oneida County Sheriff's Office holding a budgeted, regular full-time position in a title reflected in below. All part-time, temporary, seasonal and casual employees shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified as defined by the Oneida County Civil Service Rules shall be excluded from the bargaining unit. All other County officers and employees not listed below shall be excluded from the bargaining unit.

**TITLES INCLUDED IN THE BARGAINING UNIT**

Account Clerk  
Accounting Supervisor  
Administrative Assistant  
Alternative to Incarceration Job Site Supervisor  
Alternative to Incarceration Work Order Coordinator  
Buyer  
Cashier  
Central Stores Clerk  
Clerk  
Clerk/Typist  
Cook  
Correction Service Aide  
Court Attendant

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

**ARTICLE III**  
**DEFENSE AND INDEMNIFICATION**

The County agrees to defend and indemnify unit members subject to the requirements and limitations of Section 18 of the Public Officers Law.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

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

**ARTICLE V**  
**UNION SECURITY**

**5.1** (a). Deduction of Union Dues. As soon as feasible following receipt by the County of a signed authorization form from the employee, the County shall deduct from the wages of each employee the regular membership dues (uniform in dollar amount each payday) of Local 1249. Local 1249 shall notify the County by certified mail of any changes in the amount of uniform dues to be deducted. The deductions shall be remitted to Law Enforcement Officers Union Council 82, 63 Colvin Avenue, Albany, New York 12206.

(b). Local 1249 shall indemnify the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

**5.2** Membership in Local 1249 shall be voluntary, but since both parties to this Agreement recognize that a strong and active Local 1249 with full membership participation is desirable to the collective negotiating process, the County agrees that there shall be no discrimination, interference, restraint or coercion by the County or any of its agents or employees against any employee because of his/her membership in Local 1249 or because of any lawful activities on behalf of Local 1249 and its sole members which activities do not seriously conflict with or curtail the employees' work duties.

**5.3** Local 1249 shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement, to designate its representation; to direct, manage and govern its own affairs, to determine those objectives free from any interference, restraint, coercion or discrimination by the County. Local 1249 shall have the right to pursue any matter or issue in accordance with the grievance and arbitration procedures in this Agreement and to pursue any matter or issue to any Court of competent jurisdiction, whichever is applicable, and acting through its membership and officers, be the sole judge thereof unless it is expressly and specifically abridged, delegated or modified by this Agreement.

**5.4** Local 1249 shall have the right to post non-political notices and other non-political communications on bulletin boards maintained on the premises and facilities of the County and in other conspicuous places, provided that their content is not derogatory.

**5.5** For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the representatives of Local 1249 shall have the right to visit the employees on the job as cited in the prior sections of this Agreement. The name of Local 1249's representative(s) shall be certified in writing to the County Commissioner of Personnel on an annual basis and/or as changes occur.

**5.6** Local Officers and Board members of Local 1249 may from time to time have a need to attend a Board meeting of Local 1249. If any portion of the meeting is scheduled during such Board member's duty time, the Board member will be granted time off with pay, unless the Employer believes that the member's absence would severely hamper departmental operations. A list of Board members and scheduled Board meetings shall be filed with the County and updated as necessary.

**5.7** The County agrees that it will permit and pay seven (7) representatives of Local 1249 who are regular County employees, but no more than one (1) representative at a time, and the Chief Steward of Local 1249, time while on the job to resolve any particular Local 1249 grievance or to meet with County representatives to resolve differences and discuss or interpret the terms of this Agreement. The steward will notify the appropriate supervisor that he/she will be involved in the investigation and resolution of grievances. Local 1249 will file a written list of its designated representatives with the Employer and update it as often as necessary. The County also agrees to permit negotiators for Local 1249 who are regular County employees time while on the job to negotiate future agreements.



**5.8** The County agrees that it will pay and allow the Union a maximum of twenty (20) man days leave with pay, without reduction in sick time or vacation time for officers or members of the Union designated by the President of Local 1249 to attend statewide conferences, meetings, seminars, or other organized activities. In addition, the President of the Union shall be entitled to one (1) day off with pay each month, on a non-cumulative basis, to attend to Union matters. For purposes of this section, Local 1249 agrees to correspond with the Department Head thirty (30) days in advance whenever practicable and inform him/her of the exercise of these rights and agrees to forward the names of the personnel and the dates that the employees require the time off.

**5.9** The above rights of Local 1249 are not all inclusive but indicate the type of matters or rights which are inherent to or belong to it as bargaining agent.

## **ARTICLE VI** **STRIKES**

Pursuant to Section 210, subdivision 1 of the Public Employees' Fair Employment Act, Local 1249 hereby affirms that it does not assert the right to strike against the County, to assist or participate in any such strike or to impose an obligation on its membership to conduct, assist or participate in any such strike.

## **ARTICLE VII** **SALARY**

### **7.1**        **Salary Schedules**

Effective upon ratification, all employees will be paid in accordance with the attached Incremental Salary Schedules ("C" and "J").

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

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

i.        Grade J0 represents the training rate and newly hired employees shall remain at this grade until completion of six (6) continuous months of employment, or successful completion of the training academy, whichever occurs sooner. Thereafter, employees holding the Correction Officer title shall be moved to J1.

Employees shall be placed in steps on the 2022 salary schedule as detailed in the Tentative Agreement between the County and Local 1249 ratified by

the parties in July 2022, which is incorporated herein by reference and made a part hereof.

**7.1.1** Unit members shall be placed on the applicable 2022-2025 salary schedules, and advance thereon, in accordance with the following rules:

A.	<u>Effective Date</u>	<u>On-Step Increase</u>	<u>Off-Step Increase</u>
	1/1/2023	3%	4%
	1/1/2024	3%	4%
	1/1/2025	3%	4%

All scales shall be implemented and increase as set forth above fully retroactive to 1/1/2022.

J-Scale: Step 2 and Step 3 will be dropped effective upon ratification of this contract by both parties. Employees on Step 2 or Step 3 will move to Step 4 upon ratification by both parties. Effective January 1, 2021, Step 4 may be dropped at the discretion of the Sheriff and the County Commissioner of Personnel. Any employee in that title whose salary falls below the new starting salary (Step 5) shall have his or her salary raised to the same level as that of the new starting salary. Once Step 5 is utilized as the hire rate it shall remain the hire rate moving forward.

Effective each January 1<sup>st</sup>, all employees eligible for step movement will advance on the applicable pay scale for the affected employee.

All the increases for employees "off the schedule" shall be sunsetted on December 31, 2025.

B. Retroactivity - Each employee covered by this Agreement who is still on the County's active payroll as of the beginning of the first full payroll period immediately following the ratification of this Agreement by the Oneida County Legislature shall receive a retroactive payment computed upon the difference between his/her new base salary level(s) effective January 1, 2022 and thereafter, and those hours or periods actually compensated, including overtime, if any, running from January 1, 2022 to the time when the new base salary adjustments under the Agreement are implemented.

C. Post-Expiration Step Movement on the "J" and "C" Salary Schedules  
- If the County and Local 1249 have not reached a final fully ratified tentative agreement for a successor to this 2022-2025 collective bargaining agreement by December 21, 2027, then those employees who are still eligible for step movement

on the "J" and "C" salary schedules shall be advanced one step on the applicable 2025 salary schedule only on January 1, 2026 and January 1, 2027. There shall be no further step movement beyond January 1, 2027 until a successor agreement is ratified.

**7.2**            **Salary Schedule Administration**

a.        When an employee is promoted to a higher grade within the same scale, the employee will move to the same step in the new grade that the employee was in at the lower grade. This shall not be applicable when an employee is moving between scales. Employees moving between scales shall start at the entry level step on the new scale.

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

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

1.        Newly hired employees on the "C" salary schedule who begin on or after October 1 of any year must remain at the initial hiring Step level until the beginning of the second calendar year following the calendar year of hiring before becoming eligible for any step movement within grade.
2.        The Commissioner of Personnel with agreement of the Sheriff, shall place an employee, who is returning within three (3) years of termination, as a Deputy Sheriff/Civil or Correction Officer, in the same step the employee had at the time of termination of employment from the Oneida County Sheriff's Department. For the purpose of this section, any employee returning under this section must have maintained Civil Service and BMP certification or other certifications as required by statute or regulation.
3.        The Commissioner of Personnel, with agreement of the Sheriff, shall have the authority to place a new unit employee in a step greater than the hiring rate of the appropriate grade subject to any of the following requirements:

i. The employee is a permanent Correction Officer or Deputy Sheriff Civil Officer, with at least one (1) year of full-time experience and has completed basic training. For the purpose of this section, employees with more than one (1) year Correction Officer or Deputy Sheriff Civil Officer experience shall be granted one (1) additional step for every one (1) year of experience as a full-time Correction Officer or Deputy Sheriff Civil Officer, but shall not exceed Step 5 of that grade.

#### **7.4            Longevity**

Effective upon ratification of this Agreement and applied retroactively to January 1, 2022, each employee in the defined negotiating unit shall receive \$1,000 after the completion of five (5) years of service. Thereafter, beginning with the completion of six (6) years of service and continuing until completion of twenty-five (25) years of service, each employee in the defined negotiation unit shall receive an additional \$200 per year. Longevity payments shall be capped at \$5,000 per year after completion of twenty-five (25) years of service. Longevity shall be added to base pay for all purposes and paid as part of the biweekly check. In calculating years of service, the member will earn the longevity increment upon reaching the anniversary date.

#### **7.5            Mileage**

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

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

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

d. When a Department member is traveling to or from an approved training school, and said travel is on other than his/her duty time, the member will be compensated at one and one-half (1 – 1/2) times the employee's regular compensation rate (OT or Comp Time) for that time if he/she is operating the vehicle. Department members will car pool whenever possible.

**7.6**            **Shift Differential**

Effective January 1, 2022, each employee who is regularly assigned to the "C" and "A" lines or who is scheduled to work on the "C" and "A" lines will be compensated by receiving \$.75 per hour extra for hours worked on the "C" line and \$.80 per hour extra for hours worked on the "A" line.

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

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

**7.7**            **Standby**

Employees who are placed on restricted standby at their home will receive one quarter (1/4) their base hourly rate of pay for each hour or fraction thereof they are on such restricted departmental standby.

**7.8**            **Recall Pay**

An employee who, after fulfilling his/her normal tour of duty is recalled back to the Department for additional duty, after returning to his/her home or to another destination with the bona fide intent of ending his/her tour of duty, shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's regular compensation rate, if the employee's total work time including regular duty, vacation and personal leave equals or exceeds forty (40) hours in that work week.

**7.9**            **Court Appearance**

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

**7.10**           **Cell Phone Coverage**

Any employee assigned to carry a Department cell phone on his/her off-duty time will be paid \$300 per annum. Payment is to be made the first payday

following December 1<sup>st</sup> of the calendar year. Prorated payments will be in weekly increment amounts.

**7.11**            **Out-of-Title Work**

a. Any employee assigned, in writing, by the Sheriff or his designee to fulfill the responsibilities of a higher paying Civil Service position, may only be assigned in accordance with New York State Civil Service Law §60. That employee shall be paid at the higher rate on a per diem basis for all days that he/she is assigned to the higher paying position. Under no circumstances, however, shall the temporary employee be paid in excess of what the permanent employee is paid. For the purpose of this section, any employee paid in this manner shall be paid in the step in the higher paying position, following the same step movement as if the employee had been promoted.

**7.12**            **Distribution of Paychecks**

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

**7.13**            **Compensation Limitation**

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

**7.14**            **Physical Fitness Maintenance Pay**

All sworn personnel, not in a probationary period, shall be eligible for a voluntary physical fitness program held annually in August and September of each year. The program will be available only to non-supervisory personnel and testing will be performed during off-duty hours. Testing will be based on Cooper Standards, which includes push-ups, sit-ups, and a 300 meter run.

Every individual who wishes to participate in this program must produce documentation from his/her doctor, dated no more than six (6) weeks prior to the date of participation, indicating that the doctor is aware of the test activities and the in the doctor's opinion, the individual is medically fit and able to participate

in the testing. Failure to produce such documentation will result in disqualification from and/or refusal to allow that individual to participate in the program.

Individuals receiving a score in the 40<sup>th</sup> percentile will receive a bonus of \$200; Individuals receiving a score in the 50<sup>th</sup> percentile will receive a bonus of \$250; Individuals receiving a score in the 60<sup>th</sup> percentile will receive a bonus of \$300; Individuals receiving a score in the 70<sup>th</sup> percentile or higher will receive a bonus of \$350.

Bonuses earned shall be paid in November of the year in which it is earned. Any injuries incurred as a result of or during the course of testing shall not be deemed to be injuries received by the officer in the course of his or her duty.

**7.15**            **Investigator Incentive Pay**

Investigators shall receive "Incentive Pay" of one thousand five hundred dollars (\$1,500.00) per year.

**7.16**            **Field Training Pay**

Effective beginning with the first full payroll period following the effective date of full ratification of this Agreement, for each hour that an employee covered by this Agreement is designated by the Sheriff, or his/her designee, to function as a Field Training Officer ("FTO") for one or more other employees, the FTO shall be paid an extra \$2.00 per hour in addition to his/her base regular rate of pay. Further, the employee must actually perform the duties associated with the FTO designation during the particular hour(s) to be eligible for said pay. Under no circumstances shall FTO compensation be paid for time spent with interns, volunteers, or any other non-employee of the County.

**ARTICLE VIII**  
**HOURS OF WORK AND WORK WEEK**

**8.1**            This Article defines the normal hours of work, and establishes the basis for the calculation of overtime pay. The normal work week for unit employees shall be a seven (7) day period starting on Thursday and ending on Wednesday and consist of five (5) consecutive workdays and two (2) consecutive pass days during each seven (7) day period. The normal workday will consist of eight (8) hours, inclusive of a thirty (30) minute paid meal period. The County agrees that the work week and work day, as defined in this paragraph, shall not be modified, changed or amended without written mutual agreement of the parties.

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

**ARTICLE IX**  
**OVERTIME PAY**

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

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

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

**9.3** An employee who is not scheduled to work Thanksgiving, Christmas or New Year's Day, but who is called into work and does work on any of these holidays, will be compensated at one and one-half (1 1/2) times the employee's regular compensation rate for all time worked on these holidays with a guaranteed minimum of four (4) hours pay.

**9.4** Overtime assignments for the Corrections Division, both voluntary and mandatory, shall be distributed as equally as practical among the qualified employees of the Division, by shift and/or unit and appropriate titles, according to



seniority in accordance with a jointly developed Departmental policy and procedure, number CD 02-02-04 as modified by the revised Schedule B, concerning this issue.

**ARTICLE X**  
**RETIREMENT**

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

**10.2** A. Effective 9/1/91, upon retirement, one hundred sixty-five (165) days of accumulated sick leave will be applied toward an employee's retirement in accordance with Section 41-(j) of the laws pertaining to the New York State Retirement System.

B. All employees on full pay status who have chosen to participate in this program and who shall have been in the continuous employ of the County for at least fifteen (15) consecutive years prior to retirement and who shall retire directly from County service under a New York State Retirement plan on or after December 31, 2024 and who at the time of retirement were members of the County health insurance plan shall be entitled to apply the cash value of his/her accumulated unused sick leave to his/her medical insurance premium payments upon reaching retirement age. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit toward monthly premiums at any rate up to the total amount of the employee's required contribution. The employee shall notify the County of the rate they wish to apply this credit no less than two (2) weeks prior to the date of retirement, and may change this election annually by notifying the County in the month of November to take effect the following January. At the employee's request, application for the cash value may be deferred until such time as the employee shall notify the County during the aforementioned election period that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

**ARTICLE XI**  
**LEAVE OF ABSENCE WITH PAY**

**11.1**        **Sick Leave**

Effective September 1, 1995, it is agreed that each employee in the defined bargaining unit shall earn one (1) day sick leave per month except employees in the "J" Schedule who shall earn ten (10) days per year.

The County and LOCAL 1249 agree that sick leave should be used for legitimate purposes and is not to be abused. Medical certificates will not normally be required to substantiate requests for approval of sick leave for three (3) days or less.

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

Effective upon ratification of this Agreement by both the County and Local 1249, in addition to sick leave used for personal illness of the employee, the employee may also use no more than four (4) days of his/her accrued sick leave per calendar year to care for an ill relative who resides with the employee, or the employee's mother or father, but only if the employee's presence is reasonably necessary to care for the relative.

**11.2**        **Vacation Schedule**

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

After one (1) year's service .....	Five (5) days
After two (2) year's service .....	Ten (10) days
After five (5) year's service .....	Fifteen (15) days
After ten (10) year's service .....	Sixteen (16) days
After eleven (11) year's service .....	Seventeen (17) days
After twelve (12) year's service .....	Eighteen (18) days
After thirteen (13) year's service .....	Nineteen (19) days
After fourteen (14) year's service .....	Twenty (20) days

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

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

**11.3      Holidays**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Veteran's Day	President's Day
Thanksgiving Day	Day After Thanksgiving
Memorial Day	Independence Day
Christmas Day	Juneteenth

When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When the holiday falls on a Saturday, each employee shall receive a day off mutually agreeable to the employee and the Sheriff. Personnel who are required to work on any of the above holidays as part of their regularly scheduled workweek, with the exception of Thanksgiving, the day after Thanksgiving and Christmas Day, shall receive a floating holiday to be taken on a date mutually agreeable to the Sheriff and the employee. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the Sheriff.

a.      **"Holiday Time"**

Effective December 31, 2003, newly hired employees hired prior to July 1<sup>st</sup> of the year of hire shall receive two (2) floating holidays at the time of hire for use during the balance of the calendar year of hire. Newly hired employees hired on or after July 1<sup>st</sup> of the year of hire shall receive one (1) floating holiday at the time of hire for use during the balance of the calendar year of hire. Except as qualified above, floating holidays shall be credited on January 1<sup>st</sup> of each year for use during the balance of that calendar year.

All employees who are regularly scheduled to work on the above designated holidays, with the exception of floating holidays, Thanksgiving Day, and

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

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

Employees shall have the opportunity twice each calendar year to convert any unused accrued compensatory time to a monetary payment to be paid out to the employee at his/her regular hourly rate in the paycheck covering the first full pay period in June or December. Employees can elect to carry over into the new year no more than one hundred and twenty (120) hours or unused accrued compensatory time. To receive a payout or to carry over compensatory time, an employee must submit the required form promulgated by the County by no later than May 31<sup>st</sup> or November 30<sup>th</sup>.

b. **Estate Payment**

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

**11.4 Personal Leave**

Each employee in the defined bargaining unit shall be allowed up to four (4) working days leave per year non-cumulative without any restrictions, upon prior approval of the Department Head, and that approval shall not be unreasonably withheld. For purposes of this section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31<sup>st</sup> of each year shall be added to the employee's accrued compensatory time.

**11.5**            **Bereavement Leave**

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

**11.6**            **Time Off Guidelines**

Time off for the Corrections Division shall be granted in accordance with the jointly developed Time Off Guidelines

**11.7**            **Unauthorized Absence**

Unauthorized absences are absences that are neither approved nor subsequently authorized, such as no call/no show, where the employee does not notify the employer that he/she will be absent.

Upon the first occurrence of an unauthorized absence, the employee will receive counseling;

Upon a second occurrence of an unauthorized absence, the employee will receive a written letter of reprimand and a final warning;

Upon a third occurrence of an unauthorized absence, the employee will be further disciplined up to and including termination;

Any employee that fails to call in or show up for three consecutive days shall constitute abandonment of their position and will be terminated.

**ARTICLE XII**  
**JOB SECURITY**

**12.1**            **Seniority**

a.            **Seniority Defined**

Employees will acquire seniority upon the successful completion of any required probationary period. Seniority will then date from the initial date of continuous permanent employment in the bargaining unit regardless of length of

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

Effective upon ratification of the Agreement by both Local 1249 and the County, seniority will date from the initial date of an employee's continuous employment (permanent, contingent permanent, provisional, or any combination thereof) in the bargaining unit regardless of length of time in job title.

**b. Seniority Loss**

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

**c. Seniority Application**

- i. The County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, the layoff and recall rights of competitive class employees shall be governed solely by the Civil Service Law and the Oneida County Civil Service Rules. Department seniority will determine the layoff and recall rights of non-competitive and labor class employees. The employee shall be given at least two (2) weeks notice of any layoff and employees shall be recalled in reverse order of layoff.
- ii. Seniority shall also be considered in the preparation of vacation schedules for vacation requests submitted prior to February 1<sup>st</sup> of the calendar year for which vacation is requested. Vacation requests submitted after April 1<sup>st</sup> shall be treated on an individual basis by the Sheriff, or designee, with due regard given to the staffing and operating needs of the Department.
- iii. With regard to the determination of an employee's pass days and shift assignments of unit employees within job classifications the Sheriff, or designee, shall grant pass days shift assignments based upon the employee's seniority. Shift and pass day assignments will be made annually in January of each calendar year. Requests must be

submitted by December 15<sup>th</sup> of the preceding calendar year. There will be no "shift bumping" of probationary employees during their probationary period. When a set of pass days becomes available through retirement, resignation, or promotion, they shall be offered to the next most senior employee in job title, bid assignment, and rank who remain in title. A posting of available pass days will remain open for 14 days before the awarding. Letters of interest must be submitted by the employee requesting the change to the Sheriff or his designee. This is a one for one agreement, and pass days made available by the application of this provision will not be offered to other staff.

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

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

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

Correction Division

Records  
All Control Towers  
Booking  
Commissary/Supply  
Medical Unit Security  
Transport  
Visitation  
Programs

Classification  
Property  
Kitchen  
County Lockup  
Jail Intelligence/CAC Investigator  
Civil  
Quartermaster  
K9 Officer

Court Division

Court Attendant

Court Security Officer

Following the fourteen (14) day period, applicants will be considered by the Sheriff, and/or designee. The employee's seniority, overall work performance, evaluations, skills, any time and attendance problems previously brought to the employee's attention, and prior disciplinary actions, if any, will be the factors considered with regard to the assignment, and where these factors are, among the employees concerned, relatively equal in the sole opinion of the Sheriff, or designee, then seniority, as defined in Article 12.1(a) above, shall govern. This provision shall apply prospectively only.

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

- vi. Bid positions that require temporary additional staff must be posted in accordance with this Article, prior to assignment of staff. For the purposes of this provision, temporary shall be defined as upon notification that an employee will be out more than thirty (30) work days or six (6) calendar weeks continuously.

### **ARTICLE XIII** **UNIFORM AND MEAL ALLOWANCE**

- 13.1** a. The County shall order and pay for uniforms for personnel required to be uniformed. The County shall issue one (1) Class A uniform and four (4) Class B uniforms to line staff and S.E.R.T. members. The County shall issue four (4) Class A uniforms and one (1) Class B uniforms to members assigned to Transport, Visitation and Lockup and to Supervisors. Members that serve multiple roles will be issued uniforms based on their primary duty assignment. Uniforms will be replaced no earlier than one year from issuance, upon written request and upon exchange of the old uniform.

The County shall provide an annual clothing allowance of \$700, for each sworn non-uniformed employee. The above allowance will be prorated for periods less than six (6) months. Employees issued uniforms by the County shall not be eligible for a clothing allowance.



b. **Cleaning Allowance**

Cleaning will be done by the County through its contractor for all uniformed and plain-clothes employees.

Garments to be submitted for cleaning and laundry shall include outer garments only, including pants, dress shirts, ties, sport or suit jackets, and overcoats. No leather, suede or perishable materials will be allowed. Cleaning will be for work clothing of a normal, conservative nature only.

**13.2 Meal Allowance**

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

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

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

<b><u>Meal</u></b>	<b><u>Breakfast</u></b>	<b><u>Lunch</u></b>	<b><u>Dinner</u></b>
Time	0200hrs-1000hrs	1000hrs-1800hrs	1800hrs-0200hrs
	\$10.00	\$15.00	\$25.00

**Reimbursement Guidelines**

a. **Meal Allowance While Guarding Jury**

The County agrees to reimburse an employee for legitimate meal expenses if that employee is required to guard a jury that is sent to a meal.

Breakfast - \$10.00      Lunch - \$15.00      Dinner - \$25.00

b. **Unable to Obtain Meal Break**

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

c. **Overtime Meal Allowance**

An employee who is working overtime beyond the normally scheduled shift will be entitled to a meal allowance while working off-site. Off-site will be considered any duty assignment outside of the correctional facility. The employee will be entitled to a meal allowance for actual expense incurred up to the Article 13.2 rate after working four (4) or more hours. The employee will be required to produce a receipt if the actual expense exceeds five (\$5.00) dollars.

d. **Travel**

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

e. **Gratuity**

Gratuity shall not be reimbursed for any meal allowance.

**ARTICLE XIV**  
**HEALTH INSURANCE COVERAGE**

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

Without limiting any of the County's rights under the Article, the County and Local 1249 acknowledge, in general terms only, that as of the date of the execution of this Agreement: (1) the basic prescription drug plan co-payments under the traditional health plan are three tier, \$5.00/\$20.00/\$35.00 co-payment system; (2) the annual cash deductible under the traditional health plan is \$100 per person subject to a \$300 maximum per covered family; and (3) the individual

maximum major medical benefit level under the traditional health plan is \$100,000 annual/\$1,000,000 lifetime.

**14.2** The County shall also offer each employee and his/her eligible dependents the option of participating in a single health maintenance organization (HMO) in lieu of participation in the County's traditional health and prescription drug plan. The HMO will be HMO Blue with a three tier, \$5.00/\$20.00/\$35.00 co-payment prescription drug rider. If an employee chooses HMO coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.

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

Effective 1/1/99, the County shall assume one-hundred (100%) percent of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984, and eighty (80%) percent of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984 but prior to January 1, 1999, according to coverage category (individual, family or individual and minor dependents), based on the plan selected by the employee. For employees hired on or after January 1, 1999, the County shall assume eighty (80%) percent of the gross premium cost for individual coverage and seventy-five (75%) percent of the gross premium cost for any form of dependent coverage, based on the plan selected by the employee. The employee shall bear the remaining cost of said health benefits.

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

**14.4** Premium Cost Sharing for Dental Benefits.

Effective 1/1/99, the County shall also contribute up to \$25 per month per covered employee for a dental program offering individual and dependent coverage. The employee shall bear the remaining cost of said dental benefits. The Union agrees to substitution of the Emblem Dental Plan currently provided to bargaining units. This plan also includes a vision benefit to members.

If an employee is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and receives workers' compensation benefits, the County will continue to contribute its usual

share of the gross premium cost for the duration of any authorized leave under Section 71 of the Civil Service Law.

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

The extent of coverage under the benefit plans, including any HMO's and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement.

Effective September 1, 1991, the County will pay in a single payment on the first payday of December of each year of the contract period, a lump sum payment to any active employee who would qualify for coverage under the County health insurance plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if the employee is not covered by the plan for more than eleven (11) consecutive months. Any employee who is covered as a dependent in the Oneida County Health Insurance Program is not eligible for said lump sum payment. In-lieu waiver forms must be filed by December 31<sup>st</sup> of the year immediately preceding the year in which the in-lieu payment is sought.

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

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

**ARTICLE XV**  
**EDUCATION AND TRAINING**

**15.1**        **College Level Compensation**

Each employee who achieved thirty (30) graduate credit hours or a Master's Degree in a job-related field will receive \$400 per annum in additional compensation. Each employee who achieved a sixty (60) hour job-related Masters Degree will receive \$500 per annum in additional compensation. Each employee who has attained a job-related Bachelor's Degree will receive an additional \$300 per annum compensation; each employee who has attained a job-related Associate's Degree will receive an additional \$200 per annum. These amounts are non-cumulative. Payment shall not be made until proofs of degrees granted, and credit hours, where required, are submitted to the Sheriff and the Commissioner of Personnel and approved by same.

**15.3**        **Absence to Attend Accredited Courses**

Members of Local 1249 may be authorized absence from work with pay to attend an accredited course in job-related law enforcement at Local educational institutions when such course cannot be scheduled during the employee's off duty hours. Such absence must be approved in advance by the Sheriff. Staffing needs of the Sheriff's Department will be among the factors upon which approvals will be granted or rejected. Management reserves the right to make the final decision in applicable cases.

**15.3**        **In-Service Training**

Scheduled in-service training, when conducted during an employee's off-duty hours, will be recognized by granting either compensation at one and one-half (1 ½) times the employee's hourly rate or one and one-half (1 ½) hours of compensatory time.

**ARTICLE XVI**  
**EDUCATIONAL REIMBURSEMENT**

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

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

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

**ARTICLE XVII**  
**LABOR/MANAGEMENT COMMITTEE**

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

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

**ARTICLE XVIII**  
**REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY**

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

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

Reimbursement shall be computed according to the following formula:

One-half (1/2) the difference arrived at by subtracting the market value of the damaged or destroyed property at the time of damage, from the current replacement value; plus

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

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

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

Example: Watch purchased in 1993 for \$100 damaged beyond repair in 1999. Jeweler stated value of watch to have been \$60 immediately prior to being damaged. 1999 cost of new watch, same model, is \$120.00.

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

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

## **ARTICLE XIX** **GRIEVANCE AND ARBITRATION PROCEDURE**

### **19.1**      **Definitions**

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

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

The term "days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days in which actions must be taken or notice given within the terms of this provision. The time limits specified in this Article shall be of the essence, but may be extended by advance mutual agreement in writing by the County and Local 1249. Strict compliance with the time limits by the employee/Local 1249 shall be a condition precedent for access by Local 1249 to the arbitral stage of the grievance procedure. A failure to reply by the County within the relevant time limits of any particular stage of the grievance procedure shall automatically advance the grievance to the next higher stage of the procedure.

**19.2**            **Declaration of Basic Principles**

Every employee shall have the right to present his/her grievance free of coercion, restraint, harassment, discrimination or reprisal and shall have the right to be represented by any collective bargaining representative at all stages of the grievance procedure, should his/her designated representative not be available, subject to the limits as set forth in Article 12, Job Security.

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

**19.3**            **Past Practice**

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

**19.4**            **Grievance Definition**

A grievance is defined as a claimed violation, misinterpretation, or inequitable application of this Agreement or the discipline or discharge of an employee for any reason other than just cause or the alleged violation of any rules or regulations which are or may be promulgated by the County and/or the Sheriff, the violation of which may subject an employee to discipline, termination or dismissal, subject to the limits as set forth in Article 12, Job Security.

Notwithstanding this, any employee covered by this Agreement working in a probationary status may be discharged at the sole discretion of the County and shall not have the right to challenge such discharge pursuant to the



grievance and arbitration procedure contained herein. This shall not, however, waive the rights of a probationer whose services are to be terminated for unsatisfactory performance to a written notice of such termination and an interview with the appointing authority, or his/her representatives, under Rule XIV(5) of the Oneida County Civil Service Rules.

### **19.5            Discipline and Discharge Procedures**

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

Disciplinary action may include, but is not limited to, written reprimands, suspension, demotion, discharge, loss of paid leave credits, fines, or any combination thereof or other such penalties as may be imposed by the Sheriff. A notice of such discipline shall be made in writing and served upon the employee, by personal service, or by registered or certified mail. A copy of the notice of discipline shall also be promptly provided to the Unit President and County Commissioner of Personnel. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice, and shall include references to dates, times, and places to the extent practicable.

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

If the employee disagrees with the disciplinary action, the employee and/or Local 1249 may submit a grievance at the Stage 3 level of the grievance procedure as specified in Article XIX of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the Notice of Discipline will constitute acceptance of the imposed penalty by the employee and Local 1249 and the matter will be settled in its entirety. Subject to a mutual written agreement between Local 1249 and the Commissioner of Personnel, the time limit hereinabove specified may be extended.

It is expressly understood that the Sheriff shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging disciplinary action, except where the intended penalty consists of a discharge from County employment. In such instance, the discharge will be held in abeyance pending the outcome of the grievance procedure. Nonetheless, nothing herein shall be construed as restricting in any manner the Sheriff's authority to suspend an employee without pay in

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

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

An employee shall have the right to be represented in disciplinary matters by a Local 1249 representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. In those instances where the penalty to be imposed consists of a discharge or a suspension without pay in excess of five (5) workdays, the employee shall be granted a preliminary hearing with the Sheriff, or his designee, prior to service of the notice of discipline. The preliminary hearing shall be informal and may be attended by the employee's Union representative if the employee elects to have a representative present, and shall consist of oral notice to the employee of the allegations against him/her and an opportunity to respond orally to said allegations. In any event, nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the County and the employee may waive his/her rights to the procedures outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

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

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

A. Expedited Arbitration

1. In lieu of the procedures specified elsewhere in Article 19 of this Agreement, any arbitrable disciplinary grievance involving the suspension without pay in contemplation of dismissal of an individual employee can, upon election of the Union, be Submitted to arbitration under the expedited arbitration procedure hereinafter provided within

fourteen (14) calendar days after the filing of a disciplinary grievance under Article 12.1 of this Agreement. The election of this procedure shall be in writing and must be served upon the County and the Sheriff within the fourteen (14) calendar day period. If no such agreement is reached within the fourteen (14) calendar day time period, the arbitration procedure in Article 19.7 shall be followed.

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

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

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

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

- a. Arbitrators will be picked on a rotating basis.

1. The Panel of Arbitrators shall initially be assigned a number, i.e., one (1) through five (5) by a random drawing.
2. The Arbitrators shall be placed in order by their assigned number.
3. When a case is selected for expedited arbitration, the parties will start with the first arbitrator in rank order on the panel list.

4. Should that arbitrator be unable or unwilling to serve on the particular case, the parties will call the next arbitrator in rank order on the panel list.
  5. The next arbitrator in rank order below the arbitrator who is selected to hear the case will be the first arbitrator called to hear the next case.
- b. After an arbitrator has been selected, the parties shall immediately notify the arbitrator in writing of the demand for arbitration.
  - c. The arbitrator shall notify the parties in writing of the date, time, and place of the hearing, which notice must be given at least seven (7) days in advance. The hearing must commence within thirty (30) calendar days of the arbitrator's selection.
  - d. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one (1) day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven (7) days.
  - e. The parties shall present an oral closing argument of the case. There shall be no post-hearing briefs.
  - f. The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven (7) days from the date of the closing of the hearing. The arbitrator's award shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.
  - g. The time limits herein may be extended by mutual agreement of the parties for good cause shown. Such extensions shall not circumvent the purpose of this procedure.
  - h. The decision of the arbitrator will be final and binding.

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

## **19.6      Grievance Procedure**

### **First Stage**

(a) Any employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, orally, within ten (10) days after either the grievance occurs, or within ten (10) days after the employee has actual knowledge of the act or omission complained of, whichever occurs first.

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

(c) Within five (5) days after presentation of the oral grievance to him/her, the immediate supervisor shall make a decision with respect to the grievance, and shall communicate his/her decision, orally, to the employee involved.

### **Second Stage**

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

### **Third Stage**

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

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

### **Appellate Stage**

(a) In the event the grievance is not satisfactorily resolved—through the initial stages of the grievance procedure, Local 1249, and only Local 1249, may proceed and shall within ten (10) working days after the Sheriff's written decision, or within ten (10) days after the time within which the Sheriff should have issued a written decision, notify the Sheriff, in writing, that it desires to have an arbitrator hear the matter. The County and Local 1249 will select the arbitrator from lists submitted to them by PERB. The selection of the arbitrator and the arbitration proceeding shall be conducted in accordance with the then current PERB rules for voluntary grievance arbitration. If arbitration is not requested as set forth in this Stage, it shall be deemed waived, and the grievance resolved on the basis of the response of the Sheriff at Stage 3.

(b) The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance, if the parties are unable to stipulate the issue(s). The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the County, Local 1249, and the employees covered by this Agreement.

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

(d) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion(s) on the issue(s). If the arbitrator finds a violation of a specific provision of this Agreement, the arbitrator's award shall not be retroactive in its effects any earlier than five (5) working days preceding the filing of the grievance.

## **ARTICLE XIX-A** **COUNSELING**

### **19-A.1 Definitions**

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

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

### **19-A.2 Counseling**

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

Not all incidents require counseling, and not all counseling sessions require the issuance of a counseling memo or a record of verbal counseling by the supervisor. However, when the supervisor decides in his/her discretion to issue a counseling memo or a record of verbal counseling, the memo should describe the counseling session in fair and accurate terms and set forth clear expectations for the future. The employee may be directed by the supervisor to sign the record of

verbal counseling or counseling memo to acknowledge its receipt by the employee. Such signature shall not indicate the employee's agreement or disagreement, only that the employee has received a copy of the memo. Any memo shall be placed in the employee's personnel file(s) and the employee shall have the right to attach a written response, or written explanation to the memo within five (5) days of its receipt. These memoranda shall be removed from the employee's personnel file(s) upon written request of the employee submitted no earlier than two (2) years after the date the counseling memo is issued.

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

## **ARTICLE XX** **ACCESS TO PERSONNEL RECORDS**

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

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

## **ARTICLE XXI** **REVIEW OF REALLOCATION AND RECLASSIFICATION**

The County agrees to review reallocation and reclassification of titles within the defined unit. A committee shall be appointed by the County Executive to which the Union may bring its requests for reallocation and reclassification and the said Committee shall review and present its recommendations to the County Executive within thirty (30) days after receipt of same from Local 1249. The County Executive may, within thirty (30) days after receipt of the Committee's recommendations present his recommendations to the Board of Legislators. The Committee and the County Executive shall notify Local 1249 of the recommendations they intend to present to the Board of Legislators and reasons for not making any recommendations if such is the case. The County Executive



shall also advise Local 1249 of the date on which he intends to present his recommendations to the Board of Legislators.

The Reallocation and Reclassification Committee shall be composed of three (3) members: two (2) members from the County management and one (1) from the bargaining unit. Local 1249 will designate the member from the bargaining unit. The County members will be designated by the County Executive. The County Executive will give serious consideration to any recommendation made by this Committee.

**ARTICLE XXII**  
**GENERAL CONSIDERATIONS**

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

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

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

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

**22.5**        **Soliciting**

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

**22.6**        **Mandatory Drug Testing**

I. INTRODUCTION

The Oneida County Sheriff's Office and the Oneida Sheriff's Department Employees Local 1249, Council 82, AFSCME, AFL-CIO recognize the importance of a safe, efficient, and healthy work environment for all employees of the bargaining unit. To ensure the integrity of the Sheriff's Office and its employees and to preserve public trust and confidence in a law enforcement agency and profession free from illegal drug use, the following random testing program is hereby implemented.

## II. DEFINITIONS

**Drug Test.** The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited usage of illegal drugs.

## III. PROCEDURE/RULES

**A. Prohibited Activity.** The following rules shall apply to all employees employed in the Corrections, Civil, and Court Divisions of the Oneida County Sheriff's Office while on or off duty:

1. No employee shall possess any illegal drugs.
2. No employee shall ingest any illegal drugs.
3. Any employee who unintentionally breathes, ingests, or is made to ingest an illegal drug shall immediately report the incident to the Sheriff so that appropriate medical steps may be taken to ensure the employee's health and safety.
4. No employee shall report for duty while under the influence of any illegal drug.
5. While on duty, no employee shall use or be under the influence of any illegal drug.

**B. Employee Drug Testing.** All employees in the Corrections, Civil, and Court Divisions of the Sheriff's Department will be required to take random drug tests for illegal drug use, as provided below:

1. Employees shall be uniformly tested during any unannounced, mandatory mass (department-wide) or

mandatory individual or group (by employee number) random drug testing required by the Sheriff's Office. A minimum of twenty percent (20%) of employees shall be tested each year. The Sheriff shall determine the frequency, departments, shifts, and timing of such tests. Upon request, Local 1249 will be provided with a copy of the random selection lists after testing has been completed. No employee shall refuse to submit to a drug test required by this policy.

2. An employee will be deemed to have refused to submit to a drug test if he/she fails to appear for any drug test, fails to remain at the drug testing site after directed to do so, fails to provide an adequate urine sample, fails to take a second or third drug test, or fails in any way to cooperate in the drug testing process.

C. Drug-Testing Procedures. The testing procedures and safeguards provided herein to ensure the integrity of the Sheriff's Office drug-testing shall be adhered to by any personnel administering drug tests:

1. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
2. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
3. Testing personnel of the same sex as the employee shall be present and observe production of the urine sample.
4. Where the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than three (3) hours to give a sample, during which time said employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a

sample shall be considered a refusal to submit to a drug test.

5. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.
6. Specimen samples shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
7. The results of each and every test performed hereunder shall be provided to the Sheriff and the Commissioner of Personnel. The chain of custody documentation for each test shall be provided to and maintained by the Sheriff, with a copy to the Commissioner of Personnel.
8. An employee's urine sample shall be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug-testing. The other sample shall be secured in frozen storage. If the results of the original test are positive, the employee may within ten (10) calendar days of the employee's written notification of the positive test, at his/her own cost, elect to have the remaining specimen tested by a laboratory of his/her choice licensed by Section Five Hundred Seventy-Five (575) of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method.
9. In the event that the employee does not request to have the remaining specimen tested, the positive result shall be deemed final on the eleventh (11<sup>th</sup>) calendar day, and the County and the Sheriff shall proceed with the Consequences pursuant to Section III (G) below.

10. In the event that the employee requests a second drug test, and the same is returned with a positive result, the positive result shall be deemed final upon written notification of the same to the employee, and the County and the Sheriff shall proceed with the Consequences pursuant to Section III (G) herein below.
11. In the event that the employee requests a second drug test and the same is returned with negative results, the employee shall be notified in writing and the Commissioner of Personnel shall immediately arrange for a third drug test, the result of which shall be final, to be administered by a drug testing company licensed under Section 575 of the New York State Public Health Law and not employed in the first two tests to administer the third test.
12. If the third test is returned with a positive result, the positive result shall be deemed final upon written notification of the same to the employee, and the County and the Sheriff shall proceed with the Consequences pursuant to Section III (G) herein below.
13. If the results of the third test are negative, the employee shall be reimbursed for his/her out of pocket cost of the second test.

D. Chain of Custody. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated by the Sheriff to ensure compliance. Where a positive result is confirmed, urine specimens shall be maintained in secured, frozen storage for an indefinite period determined by the date of final disposition and statute of limitations for appeal, if applicable.

E. Testing. The urine sample first shall be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the final confirmation test results are obtained.

1. A standard 5-panel drug screening test for illegal drugs use shall be used to check for the use of amphetamines, THC, cocaine,

opiates, and phencyclidine. Personnel utilized for conducting the testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug test at or above the following levels shall be considered a positive test result when using the initial drug screening test:

	INITIAL TEST LEVEL (ng/ml)
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

2. Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

	CONFIRMATORY TEST LEVEL (ng/ml)
Marijuana metabolite	15 (1)
Cocaine metabolite	150 (2)
Opiate metabolites	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylcegonine

- F. Drug-Test Results. An employee having negative drug test results shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

1. All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.

2. Any employee who breaches the confidentiality of testing information shall be subject to discipline up to and including discharge.
  3. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.
- G. Consequences. Any bargaining unit employee who tests positive for the use of illegal drugs and fails to produce a valid medical prescription for the same within forty-eight (48) hours of notification of a positive result and/or fails to comply with the foregoing procedures and rules shall be required to: (1) undergo an evaluation by the County's substance abuse professional; (2) begin, comply with, and complete a treatment process as recommended by the County's substance abuse professional; (3) enter into a return-to-work agreement to include a follow-up testing protocol recommended by the County's substance abuse professional; and (4) be cleared to return to duty by the County's substance abuse professional. The Oneida County Employee Assistance Program will be available to all employees. Any bargaining unit employee who tests positive for the use of illegal drugs a second time and fails to produce a valid medical prescription for the same within forty-eight (48) hours of notification of a positive result and/or fails to comply with the foregoing procedures and rules shall be terminated in accordance with the collective bargaining agreement's disciplinary procedures.
- H. Review. Any claimed violation, misinterpretation, or inequitable application of this policy and procedure may be grieved in accordance with the collective bargaining agreement's grievance procedures.

**ARTICLE XXIII**  
**LEGISLATIVE APPROVAL**

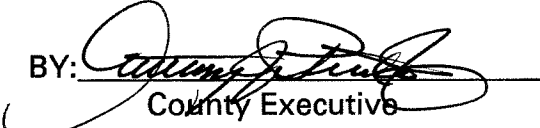
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

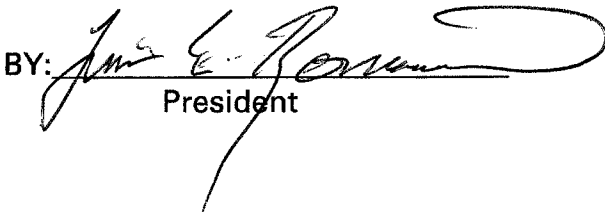
**ARTICLE XXIV**  
**LENGTH OF AGREEMENT**

**24.1** This Agreement is effective January 1, 2022 and shall terminate at the close of business on December 31, 2025.

COUNTY OF ONEIDA:

ONEIDA COUNTY SHERIFFS'  
DEPARTMENT EMPLOYEES  
LOCAL 1249:

BY:   
County Executive

BY:   
President

ONEIDA COUNTY SHERIFF'S  
OFFICE:

BY:   
Sheriff



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

**SECTION 1 - INTENT AND APPLICABILITY**

- A. Section 207-c of the General Municipal Law applies to any Deputy Sheriff or Correction Officer of the Sheriff's Department of any County who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful or remedial treatment. Eligible Deputy Sheriffs and Correction Officers must be paid the full amount of their regular salary or wages and eligible benefits until their eligibility for benefits has ceased and also the County of Oneida shall be liable for all medical treatment and hospital care necessitated by reason of such work related injury or illness.
- B. To ensure that determinations arising by the administration of Section 207-c of the General Municipal Law ("§207-c") satisfy the interest of both those potentially eligible for its benefits and the County of Oneida, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by § 207-c in regards to employees represented by Oneida County Sheriff's Department Employees Association, Local 1249, Council 82, AFSCME.
- C. This procedure is not intended to reduce any benefit provided by § 207-c or by the Collective Bargaining Agreement between the County of Oneida and the Oneida County Sheriff's Department Employees Association, Local 1249, Council 82, AFSCME.

**SECTION 2  
APPLICATION FOR BENEFITS**

- A. **Accident Report and Application for General Municipal Law § 207-c benefits.**
  - 1. Any deputy sheriff or correction officer represented by Oneida County Sheriff's Department Employees Association, Local 1249, Council 82, AFSCME who is injured in the performance of his/her duties or is taken sick as a result of performing his/her duties shall file a written application for General Municipal Law § 207-c benefits, with the Sheriff within ten (10) business days of the injury or illness of either:
    - a. The date of the incident giving rise to the claim; or
    - b. The discovery of an injury or illness which is related to the officer's employment for which General Municipal Law § 207- benefits may be claimed.

2. In the event that the employee is not able to file an accident report/application because the employee is either mentally and/or physically unable to do so within ten business days (10) a legally authorized person may file said accident report on behalf of the injured officer. Should an authorized person be unable to file the application on behalf of the incapacitated officer, the injured employee may file an accident report within ten (10) business days of becoming mentally and/or physically capable of completing the application.
3. All applications for § 207-c benefits shall be made in writing. The application may be obtained by the employee through the County or from a department supervisor.
4. The Sheriff and the Union agree to jointly develop a form to be used and attached to the application as referred to by Section A (1) above, within thirty (30) days of the execution of this agreement.
5. Failure to file an application within the time limits set forth in Section (A)(1)(a) or (b) above shall bar any claim for § 207-c benefits arising from the incident. However, upon good cause shown an untimely application may be considered by the County. The determination of good cause shall be at the discretion of the Director of the Workers' Compensation Board or designee.
6. The application process herein shall not limit or otherwise alter an employee's obligation to make all verbal and written notifications regarding at work injuries as required by departmental policies to the employer. Failure to comply with reporting policies shall not limit an employee's right to claim § 207-c benefits.

### **SECTION 3 DETERMINATION OF BENEFITS**

- A. The Employer shall promptly review an officer's application for § 207-c benefits and shall determine his/her initial eligibility within ten (10) business days after the Employer has received all information necessary to make a decision.
- B. Materials obtained for determination of 207-c application.
  1. Witness statements – any statements taken by the County from witnesses to the injury causing incident shall be forwarded to the employee at the time the determination regarding the employee's eligibility for benefits is conveyed to the employee.
  2. Medical Records
    - a. The employee shall provide authorization for the County to obtain copies of his/her medical records from his/her treating physician or other health care provider relevant to the 207-c claim for benefits.

- b. Any report obtained by the County through an independent medical examination shall be provided at the time the determination regarding the employee's eligibility for benefits is conveyed to the employee.
3. Confidentiality of Medical Records – The County agrees to maintain the confidentiality of all medical records, unless disclosure is (i) required by law; or (ii) necessary in the context of the dispute resolution process or any Court review thereof.
4. Materials to be released after determination of § 207-c application.
  - a. On the date the determination is made, the County will provide a copy of the determination, in writing, to the employee and Local 1249 by certified mail return receipt requested along with any report made through an independent medical examination and any statements taken by the County from witnesses to the injury-causing accident.
  - b. In the event that the application for § 207-c benefits is denied, the County will provide the officer, without cost, a copy of the information the County considered in connection with the officer's application for § 207c benefits within ten (10) business days of the employee's request for said records.
  - c. Should the officer's application for General Municipal Law § 207-c benefits be denied, the employee may elect to remain out on leave by using their own accruals pending the outcome of the matter pursuant to the dispute resolution process, provided that the employee has commenced a timely appeal of County's denial of benefits.
  - d. In the event that the employee's application for General Municipal Law § 207-c benefits is denied, the employee or Local 1249 may appeal the determination pursuant to the dispute resolution procedure contained herein. The appeal must be submitted in writing within ten (10) business days of the employee's receipt of the determination denying the application.
  - e. The County will provide the employee all medical records related to the officer's application that the County subsequently acquires or produces within ten (10) business days of the employee's request for said records.

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

- A. The Employee shall be entitled to use all available accrued leave during the time of their absence as the result of their work related disability pending the County's determination as to eligibility for benefits. At any time following the employee's application for benefits, the employee, for a perceived future financial hardship, may apply to the Director of the Oneida County Workers' Compensation Board or their designee for a determination directing the payment of the applicant employee's regular salary and/or wages upon a showing of hardship, if the application indicates a preliminary likelihood of eligibility. The determination of financial hardship and preliminary likelihood of eligibility shall be made at the discretion of the Director or his/her designee. If the salary and/or wages are preliminarily provided to the employee but there is a final determination of ineligibility, the monies paid to the applicant shall be refunded to and may be recovered by the County in a civil action, or deducted from the applicant employee's vacation time, sick time, compensatory time, and/or personal time. A determination regarding hardship eligibility shall be made within ten business days of the County's receipt of the request.
- B. In the event that the County wishes to terminate or modify an employee's benefits or the employee disputes a light duty order, pending the outcome of the dispute resolution process the County shall not cease providing General Municipal Law § 207-c benefits to the employee.
- C. Upon a determination of eligibility for § 207-c benefits an employee shall be so categorized, and pursuant thereto shall be reimbursed retroactively for the date upon which the employee was determined to be entitled to § 207-c benefits for any wages and/or salary due and owing to the employee, including any and all leave accruals used pending the determination of eligibility forthwith.

**SECTION 5**  
**ASSIGNMENT OF LIGHT DUTY**

- A. If in the opinion of County health authorities or a physician appointed for the purpose by the County an employee is unable to perform his/her regular duties as a result of such injury or sickness but is able, in their opinion, to perform specified types of light duty the Department, acting through the Sheriff or the Sheriff's designee, may assign a disabled employee specified light duties.
- B. Notice of consideration for light duty
  - 1. Prior to making a light duty assignment, the Sheriff, or the Sheriff's designee shall issue written notice via personal delivery or certified mail return receipt requested to the employee receiving benefits under § 207-c that his/her ability to perform a light duty assignment is being reviewed.

2. The County will provide the employee, without cost, a copy of any records being considered by the County in its review of the employee's eligibility for a light duty assignment.
3. Any employee being considered for light duty may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability.

C. Medical Examinations for light duty assignments

1. The County, or the County's designee, may cause a medical examination of the employee by a physician selected by the County. All expenses as a result of the examination shall be borne by the County.
  - a. Upon review of the medical assessment of the officer's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may order the employee to perform light duty which is consistent with the medical opinion and the procedures for the assignment to light duty.
2. In the event that the employee's treating physician, other health care provider or employee disputes the officer's ability to perform the specific light duty assignment, the employee may appeal the order to return to light duty pursuant to the dispute resolution procedures of this policy. The employee must submit the appeal in writing to the Sheriff within ten (10) business days of the employee's receipt of the light duty order. Should the employee appeal the light duty order, the employee shall be maintained on § 207-c benefits pending a determination under the dispute resolution provision of this procedure.
3. If the employee's treating physician or other health care provider agrees that the employee can perform the specific light duty assignment, or if the employee fails to win on appeal pursuant to the dispute resolution procedures contained in this policy, and the employee refuses to perform the specific light duty assignment, the employee's benefits under Section 207-c shall be discontinued including expenses for medical treatment or hospital care rendered and for salary or wages payable after such refusal.

**SECTION 6  
TERMINATION OF BENEFITS**

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

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

#### **SECTION 7 DISPUTE RESOLUTION PROCEDURE**

- A. Matters arising under the § 207-c procedures may be submitted directly to an administrative hearing for the following if the County:
  - 1. Denies an employee's application for § 207-c benefits;
  - 2. Seeks to discontinue an employee's § 207-c benefits;
  - 3. There is a dispute about whether an employee is capable of performing a specific light duty assignment; and/or
  - 4. Any dispute arising out of the application, administration, or interpretation of this agreement.
- B. The County shall have the burden of proof.
- C. The County will be liable for any and all costs associated with presenting their case at the administrative hearing, including fees, paid to the hearing officer designated to hear the matter, The Union shall be liable for all costs in presenting their case at hearing including any costs associated with expert witness fees.
- D. A hearing pursuant to this section shall be conducted at a time and place mutually agreeable to the parties. The County shall produce a stenographic record of the hearing and provide a copy to the Union at no cost.
- E. The hearing officer shall have subpoena power. An attorney representing either the employee or County shall have subpoena power.

#### **SECTION 8 RETIREMENT AS A RESULT OF DISABILITY**

- A. The County may file an application for accidental disability retirement and/or performance of duty disability retirement, should the employee be eligible to apply for the aforementioned benefits, on the officers behalf.
- B. Any injured or sick employee who shall refuse to permit a medical inspection by the New York State and Local Retirement Systems in connection with such an application for Accidental Disability Retirement and/or Performance of Duty Disability Retirement shall be deemed to have waived his/her rights under §207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

**SECTION 9  
CONTINUATION OF BENEFITS AND ACCURALS**

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


**SECTION 10  
EFFECTIVE DATE**

- A. The Agreement shall be effective upon ratification of the contract 2004 - 2010, and shall remain in full force and effect until a successor agreement is reached.
- B. Nothing herein shall limit the parties from negotiating a settlement to any dispute or issue arising under this agreement.
- C. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing that they wish to negotiate changes to this agreement.

For the Union:

  
\_\_\_\_\_  
President Lisa L. Bellacosa 1/11/06

For the County:

  
\_\_\_\_\_  
Attorney Gregory Amoroso 1/11/06

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

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

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

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

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

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

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

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



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

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

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

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

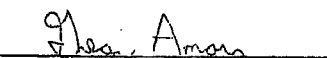
It is further agreed that this memorandum of agreement will be made a part of the collective bargaining agreement upon ratification of the collective bargaining agreement by the Oneida County Legislature. It is further agreed by the parties that language reflecting the intent of this memorandum will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

Dated: March 15, 2006

For the Union:

  
President Lisa L. Bellacosa

For the County:

  
Attorney Gregory Amoroso

**ONEIDA COUNTY CORECTIONAL FACILITY TIME OFF GUIDELINES**

Officer	A	B	C	Tower	Visitation	Transport	Booking, Property, Class, Records, and Programs	Sergeant	Lieutenant
Off/work Ratio	1:6	1:6	1:6	1:6	1:6	1:6	1:6	1:6	1:6
Current minimum total allowed off *	4	6	6	3	1	3	1 (per Unit)	3	2
Current minimum total number off on vacation time	2	3	3	2	1	2	1	2	1
Current minimum total number allowed off on compensatory time	2	3	3	1	1 (only if no Vacation)	1	1 (only if no Vacation)	1	1

\*Total allowed off is not inclusive of request for Personal time or Sick time

- In January Of each year, the current minimum set forth above shall reviewed by the Union and the County and increased as staffing increases in accordance with the 1:6 off/work ratio.
- Lieutenants time off will not be reduced based on Sergeants use of time off.
- Time off granted in error cannot be rescinded after 48 hours of approval except by member. In the event of an error the affected member will received the time off based on policy for granting time off.
- In the event that a member is unable to be granted time off, the member may seek his/her own replacement who is off on a pass day. Said member will be able to use accrued compensatory time or vacation to cover his/her absence, and the replacement will be paid overtime for the hours worked. Replacement must possess the qualifications of the member that they are replacing, and the replacement will be required to fulfill any overtime requirements of the member they replaced.

**2022 "C" Scale**

<b>GRADE NEW</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1C	27772	28778	29713	30676	31675	32782	34095
2C	28619	29660	30624	31622	32648	33789	35142
3C	29552	30644	31637	32667	33730	34909	36303
4C	31562	32747	33810	34909	36043	37305	38798
5C	37659	39077	40346	41659	43013	44516	46299
6C	40544	42062	43429	44839	46298	47918	49835
7C	43775	45413	46888	48413	49987	51736	53806

**2023 "C" Scale**

<b>GRADE NEW</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1C	28605	29641	30604	31597	32625	33765	35118
2C	29477	30549	31543	32570	33627	34802	36196
3C	30438	31563	32586	33647	34741	35956	37392
4C	32508	33729	34825	35956	37124	38425	39962
5C	38788	40249	41556	42909	44303	45851	47688
6C	41760	43324	44731	46184	47687	49355	51330
7C	45088	46775	48295	49866	51487	53288	55420

**2024 "C" Scale**

<b>GRADE NEW</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1C	29464	30530	31522	32545	33604	34778	36172
2C	30362	31466	32489	33548	34636	35846	37282
3C	31351	32510	33563	34657	35784	37035	38514
4C	33484	34741	35869	37035	38238	39577	41161
5C	39952	41457	42803	44197	45632	47227	49118
6C	43013	44623	46073	47569	49117	50836	52870
7C	46441	48178	49744	51362	53031	54886	57083

**2025 "C" Scale**

<b>GRADE NEW</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1C	30347	31446	32468	33521	34612	35822	37257
2C	31272	32410	33464	34554	35675	36922	38401
3C	32292	33485	34570	35696	36857	38146	39669
4C	34488	35783	36945	38146	39385	40765	42396
5C	41151	42700	44087	45522	47001	48644	50592
6C	44303	45962	47456	48996	50591	52361	54456
7C	47834	49623	51236	52903	54622	56533	58795

**2022 OCSD LOCAL 1249 - "J" SCALE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>0J</b>	44030						
<b>1J</b>	48922	52175	55428	58681	61934	65187	68440
<b>2J</b>	54814	58067	61320	64573	67826	71079	74332
<b>3J</b>	60195	63448	66701	69954	73207	76460	79713
<b>4J</b>	69954	73207	76460	79713	82966	86219	89472

**EXPIRE 12/31/2025**

**2023 OCSD LOCAL 1249 - "J" SCALE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>0J</b>	45351						
<b>1J</b>	50390	53740	57091	60441	63792	67143	70493
<b>2J</b>	56458	59809	63160	66510	69861	73211	76562
<b>3J</b>	62001	65351	68702	72053	75403	78754	82104
<b>4J</b>	72053	75403	78754	82104	85455	88806	92156

**EXPIRE 12/31/2025**

**2024 OCSD LOCAL 1249 - "J" SCALE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>0J</b>	46711						
<b>1J</b>	51901	55352	58804	62255	65706	69157	72608
<b>2J</b>	58152	61603	65054	68505	71957	75408	78859
<b>3J</b>	63861	67312	70763	74214	77665	81116	84568
<b>4J</b>	74214	77665	81116	84568	88019	91470	94921

**2025 OCSD LOCAL 1249 - "J" SCALE**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>0J</b>	48113						
<b>1J</b>	53458	57013	60568	64122	67677	71232	74786
<b>2J</b>	59897	63451	67006	70561	74115	77670	81225
<b>3J</b>	65777	69331	72886	76441	79995	83550	87105
<b>4J</b>	76441	79995	83550	87105	90659	94214	97768