

#820149 (b-c)

#820148 (w-c)

STIPULATION OF AGREEMENT
BETWEEN
THE COUNTY OF SUFFOLK
AND
SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES
BARGAINING UNITS NO. 2 AND 6

Stipulation of Agreement made and entered this 5th day of June, 2001 by and between the Suffolk County Association of Municipal Employees (hereinafter called the AME) and Suffolk County (hereinafter called the County).

1. The provisions of the present Collective Bargaining Agreement shall continue except as modified by this stipulation of agreement.
2. Duration: For a period of three (3) years, from January 1, 2001 up to and including December 31, 2003.
3. Wage Rates: Effective January 1, 2001 each step of the salary schedule shall be increased by 3%.
Effective January 1, 2002 each step of the salary schedule shall be increased by 3.25%.
Effective January 1, 2003 each step of the salary schedule shall be increased by 3.25%.
4. Increments: Effective July 1, 2003 the S step on the salary schedule shall be eliminated. All employees in S step on or after July 1, 2002 shall be placed in Step 1 of the salary schedule effective July 1, 2003.
5. Longevity: Effective January 1, 2001 Section 5.1 shall be amended to provide that the longevity schedule shall be as follows:

10 years	\$ 850
15 years	\$1,350
20 years	\$1,850
25 years	\$2,000
30 years	\$2,200
6. Benefit Fund 7.3: Effective January 1, 2001, amend Section 7.3 to provide that the County's contribution shall increase by the same percentage as the general wage increases, presented in item 3 above.
7. Emergency Leave Section 8.6(B): Effective upon final ratification and approval of this agreement amend Section 8.6(B) to provide that the one (1) day leave will be

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8 pages

8 + 113 = 121

granted for purposes of mourning. Said day need not immediately follow the date of death.

8. Administrative Leave Section 8.6(C): Effective 30 days after final ratification and approval of this agreement paragraph 4 and 6 shall no longer be effective. In lieu of paragraphs 4 and 6 the parties have agreed to a pilot program which shall provide a six month bank of 4,500 hours exclusive of the leave provided in paragraphs (C)1, 2, 5 and 7.

Such administrative leave shall be granted at the discretion of the President of AME. Jointly administered labor management committees shall be excluded from the 4,500 hour bank. AME will provide the County with 72 hours notice (excluding weekends and holidays) for Unit President Leave Time and one calendar week notice for all other leave (e.g., Thursday notification for following Thursday). In the case of emergencies, the limits may be waived by the Director of Labor Relations.

In the event the parties do not agree to extend this pilot program beyond the six months provided in the pilot program the language of Section 8.6(C) shall revert to that which existed in the 1996-2000 collective bargaining agreement.

All pending grievances arising out of administrative leave will be withdrawn by AME.

9. Sick Time Section 8.8: Effective upon final ratification and approval of this agreement amend Section 8.8 to provide that employees shall be allowed to use up to 10 of their earned sick days per calendar year for an illness in the employees immediate family regardless of residence or for any relative living within the employees household. For purposes of this provision the County after the first 5 days, at its option, may elect to require the employee to present a physician's note.
10. Out of Title Work: A labor/management committee shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the President of AME who will investigate a means to address the issue of out of title job performance.
11. Uniforms: Effective January 1, 2001 uniform allowances shall be amended as follows:

<u>Titles</u>	<u>Amount</u>
Detention Attendants	\$250.00
Visiting Nurses	\$175.00
Police Safety Dispatchers	\$250.00
Fire Marshals	\$250.00
Nursing and Therapeutic Personnel	\$425.00
School Crossing Guards	\$100.00
Annual Cleaning Allowance	\$150.00

The park police uniform allowance will stay consistent with that of the correction officer uniform allowance for the term of this agreement. Any increases in the correction officer uniform allowance will result in an equivalent increase in the park police uniform allowance.

12. Tool Allowance: Effective January 1, 2001 amend 17E of the Blue Collar Contract to increase tool allowance from \$300 to \$325.
13. Mileage: A joint labor/management committee shall be comprised of three members appointed by the Director of Labor Relations and three members appointed by the President of AME to consider rules, guidelines and procedures to more equitably address the issues of utilization of personal vehicles for County purposes.
14. Classification and Salary Appeals Board 17(c): Effective January 1, 2001 this section shall be amended to provide that all funds not expended during the calendar year will be available the following year throughout the period of the contract, but not beyond December 31, 2003.
15. Park Police Work Schedule: A joint labor/management committee shall be comprised of four members including the Commissioner and Chief of the Parks Police, two members appointed by the Director of Labor Relations and four members appointed by the President of AME. This committee shall meet in an attempt to create a work schedule that addresses the number of appearances, weekends and vacations available to park police officers. This committee shall conclude its business within 60 days after final ratification and approval of this agreement.
16. Tuition Reimbursement 17(k): Effective upon final ratification and approval of this agreement amend 17(k) to incorporate "Tuition Reimbursement" language in accordance with Appendix "A" attached.
17. Pregnancy/Maternity Leave: Effective upon final ratification and approval of this agreement amend Appendix G, Blue Collar (Appendix H, White Collar), Section B-4 to provide 12 weeks disability in the event of a cesarean section delivery.
18. K-9 Assignment: Effective January 1, 2001, employees who have the responsibility of caring for a dog shall be compensated for work done off duty for the care and maintenance of their dog in an amount equal to that provided by the Suffolk County Police Benevolent Association Agreement.


19. Workweek/Workday: Effective upon final ratification and approval of this agreement, amend Section 8.1 to provide that all new employees hired after final ratification and approval of this agreement shall work either a 37 ½ hour or a 40 hour workweek which shall be 2 ½ hours more than the number of hours worked by employees in the same title within his/her department at his/her workstation for the first year of their employment at which time they will revert to the same number of hours as the employees in the same title within his/her department at his/her work location.
- No individuals shall be required to work more than a normal 40 hour workweek. (e.g. in a work location where employees currently work a normal 40 hour workweek due to "lock-in", new employees would also work the same 40 hours.)
21. Miscellaneous (Transfers): Effective upon final ratification and approval of this agreement amend Section 17(A) to provide 10 working days notice for shift changes. In the case of change of duty station, five working days notice is required. If this notice is not given, the County will pay mileage for up to the required five days as per past practice.
22. Protection of Employees (Job Abandonment): Effective upon final ratification and approval of this agreement, Amend Sections 15 to incorporate language which is attached hereto, as Appendix "B".
23. Protection of Employees (Verbal Reprimands): Effective upon final ratification and approval of this agreement, amend Section 15 to provide that "verbal reprimands" shall not be placed in an employees personnel file and that the supervisors shall remove and destroy verbal reprimands from their files after six months, if there are no further disciplinary actions during that time period.
24. Daycare: A labor/management committee shall be established and comprised of three members appointed by the Director of Labor Relations and three members appointed by the President of AME to promote the utilization of daycare for children of Suffolk County Employees.
25. 24 Hour Allowance: Effective upon final ratification and approval of this agreement, in the case of employees who, by the nature of their duties, are required to work holidays and are employed in a 24 hour position (i.e, park police, jail personnel, etc.) in addition to their normal pay they shall receive a \$75 entitlement on an annual basis.
26. Park Police: Effective upon final ratification and approval of this agreement, Park Police may keep their County issued weapon at retirement subject to the Commissioner's reasonable discretion. Further, Park Police shall be subject to drug and alcohol testing procedures as those agreed to between the County and the Suffolk County Police Benevolent Association.

27. Printing of Contract: The County shall make reasonable efforts to print the agreement within 6 months after final approval and ratification for distribution to all employees.
28. Deferred Compensation Annuity: Effective upon final ratification and approval of this agreement, the parties agree to incorporate language on Deferred Compensation from the 1992 Memorandum of Agreement into the Collective Bargaining Agreement.
29. Tie Line: The County agrees to install a County tie line into AME Headquarters.


The provisions of this Stipulation of Agreement are subject to ratification by the AME membership, ratification by the County Executive, and for those provisions requiring the appropriation of funds, the approval by the County Legislature.

Dated: June 5, 2001

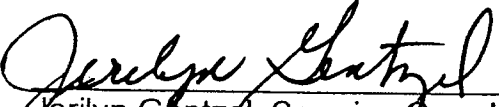
AGREED TO BY AME

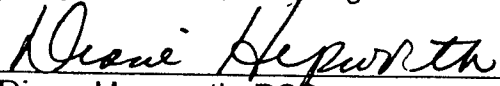

 Phyllis Garbarino, President
 SUFFOLK COUNTY ASSOCIATION
 OF MUNICIPAL EMPLOYEES, INC.

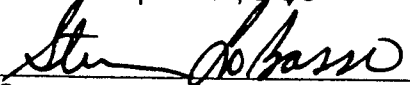
AGREED TO BY COUNTY



 David Greene, Director
 COUNTY OFFICE OF
 LABOR RELATIONS

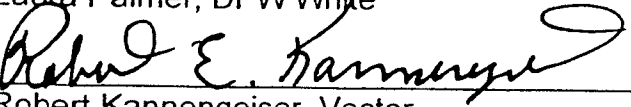
**ASSOCIATION OF MUNICIPAL EMPLOYEES
 NEGOTIATING TEAM**


 Jerilyn Gentzel, Crossing Guards



 Diane Hepworth, DSS

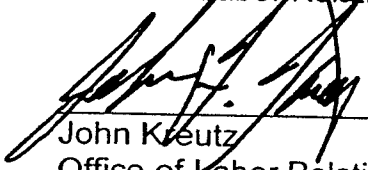

 Steven LoBasso, DPW/Blue

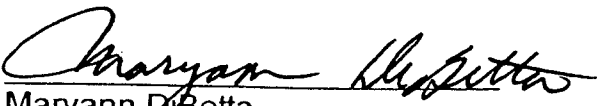

 Laura Palmer, DPW White


 Robert Kannengeiser, Vector

COUNTY REPRESENTATIVES


 Robert E. Draffin, Deputy Director
 Office of Labor Relations


 John Kreutz
 Office of Labor Relations


 Maryann DiBetta

Donna G. Cullinane

Donna Cullinane, Probation

Anna McCrone

Anna McCrone, Sheriff Civilian

Linda Ogno

Linda Ogno, JJFSNF

Joseph Wood, DPW Sani Blue

Mary Ann De Costanzo

Mary Ann De Costanzo, Health Services

NEGOTIATING TEAM ALTERNATES

John Egan, DPW Blue

April Ereatis, Family Services

Lee Barberich

Lee Barberich, Police Civilian

James McNaught, Parks Dept.

EXECUTIVE BOARD

Cheryl A. Felice

Cheryl A. Felice, Executive Vice President

Robert A. Maletta

Robert A. Maletta, First Vice President

Nancy Mantega

Nancy Mantega, Second Vice President

Madelaine Feindt, Third Vice President

Brian Watts

Brian Watts, Fourth Vice President

John Meyer

John Meyer, Treasurer

Mary Ann De Costanzo

Mary Ann De Costanzo, Secretary

APPENDIX "A"

TUITION REIMBURSEMENT

Upon final ratification and approval of this agreement, the following modification of Section 17K (White Collar) and 171 (Blue Collar), Tuition Reimbursement, of the Collective Bargaining Agreement shall be as follows:

1. Reimbursement shall be approved on a course of study basis and shall include all required courses mandated by the educational institution for the completion of the course of study approved.
2. Required classes, which comprise the requirements necessary to obtain a certificate, shall be inclusive of the terms for other approved courses of study.
3. Rate of reimbursement shall be at 75% of the cost per credit hour in addition to any agreement between the County of Suffolk and the institution attended. (i.e. reduced tuition rate).
4. The annual allotment rate shall be \$200,000 per year, of which all funds not expended per calendar year shall be available the following year through the period of the contract.
5. The Tuition Reimbursement Committee as described in Section 17K (White Collar) and 171 (Blue Collar) shall meet to review and discuss the status of the program. This shall include, but not be limited to course eligibility (e.g. required and core courses) reimbursement rate and expenditure of funds and may institute a cap or adjustment of the reimbursement rate, expenditure of funds and total yearly credit hour reimbursement allotment.
6. Each participant in the program shall be eligible for reimbursement for a total of twelve (12) credit hours per fiscal year.
7. Members of Bargaining Unit #6 shall receive reimbursement for classes necessary to obtain certificates for trade or promotional requirements.

APPENDIX "B"

JOB ABANDONMENT

(a) Employees absent from work without authorization for ten consecutive workdays shall be deemed to have resigned from their positions if they have not provided a satisfactory explanation for such absence on or before the eleventh workday following the commencement of such unauthorized absence.

(b) Within 30 calendar days commencing from the 10th consecutive day of absence from work without authorization, such employees may submit an explanation concerning their absence, to the appointing authority. The burden of proof shall be upon the employees to establish that it was not possible for them to report to work or notify the appointing authority, or the appointing authority's designee, of the reason for their absence. The appointing authority shall issue a short response, within 5 calendar days after receipt of such explanation. If the employees are not satisfied with the response, AME, upon the employees' request, may appeal the appointing authority's response to the Office of Labor Relations within 5 calendar days after receipt of the appointing authority's response. The Director of Labor Relations, or the Director's designee, shall issue a written response within five (5) calendar days after receiving such appeal. The procedure contained in this subsection shall not be arbitrable.