

# **A G R E E M E N T**

**BETWEEN**

**SUFFOLK COUNTY**

**AND**

**JAIL OFFICERS EMPLOYEE ASSOCIATION**

**of SUFFOLK COUNTY  
(JOEASC)**

**Effective July 1, 2005**

**Revised March 21, 2006**

**Expires June 30, 2008**

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**MEMORANDUM OF AGREEMENT**

This Agreement is made under Chapter 150E of the General Laws by and between Suffolk County, hereinafter called "the County," acting by and through the Sheriff of Suffolk County, hereinafter called the "Municipal Employer," and the Jail Officers and Employees Association of Suffolk County (JOEASC), hereinafter called "the Union."

**PREAMBLE**

The collective bargaining Agreement by the Municipal Employer and the Union has as its purpose the promotion of harmonious relations between the Union and the Municipal Employer to the end that a stable, constructive and workable labor relationship be established and maintained throughout the life of this contract.

The parties agree to act at all times in such a manner as to assure proper dignity and respect for all Suffolk County employees and the people they serve.

**WITNESSETH**

WHEREAS the above cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

## **ARTICLE I**

### **EMPLOYEES COVERED BY THIS AGREEMENT**

The Municipal Employer recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all current employees in the compensation grades JO-1, JO-1N, JO2, JO-2N, JO-3, JO-3N, RN-8, RN-8N, ME-1, ME-2, ME-3, and ME-4.

## **ARTICLE II**

### **NON-DISCRIMINATION**

Section 1. The Municipal Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, union activity, or on account of race, religion, creed, color, national origin, sex, age, physical or mental handicap, sexual orientation, parental status, or marital status.

Section 2. The parties agree that the Municipal Employer will not discriminate in any way against employees on account of political activity or lack thereof. The parties further agree that grievances filed pursuant to this section will be arbitrable notwithstanding the provisions of Article VI.

## **ARTICLE III**

### **PAYROLL DEDUCTION OF UNION DUES**

Section 1. In accordance with the provisions of G.L. c.180, §17A (Chapter 740 of the Acts of 1950), accepted by the Suffolk County Commissioners on January 15, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of union dues.

Section 2. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

## **ARTICLE IV**

### **PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

Section 1. Pursuant to Chapter 335 of the Acts of 1969, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and other conditions of employment, the County Treasurer shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, an amount equal to the weekly union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

Section 2. The Union agrees to indemnify the Municipal Employer for damages or other financial loss which the Municipal Employer may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Municipal Employer's compliance with section 1 of this Article.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

Section 1. Subject to the express provisions of this Agreement, the Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority, and prerogatives including, without limitation, the exclusive right of the Sheriff to issue rules and regulations governing the conduct of the Suffolk County Jail.

Section 2. Subcontract Clause. The Municipal Employer reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which s/he is qualified to fill.

Section 3. The Sheriff may require any employee of the bargaining unit to submit to urinalysis testing for the purpose of detecting the presence of drugs or alcohol at any time during the first eighteen (18) months of employment.

## **ARTICLE VI**

### **DISCIPLINE AND DISCHARGE**

An employee who has completed an eighteen (18) month probationary period in an office or position covered by this Agreement shall not be disciplined or discharged except for just cause.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

Section 1. Only matters involving the question whether the Municipal Employer is complying with the written provisions of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

#### **A. STEP #1**

- 1) The Union representative, with or without the aggrieved employee, shall present the grievance orally to the Superintendent, or his designee, who shall attempt to adjust the grievance informally.
- 2) If they are unable to do so, the Union shall reduce the grievance to writing, within ten (10) working days after the employee or Union had knowledge of should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived.
- 3) The Superintendent/ designee shall respond to the grievance in writing within five (5) days of the Union's written submission of the grievance to him.

#### **B. STEP #2**

- 1) If the grievance is not settled at Step #1, it shall be presented in writing to the

Office of Employee Relations within ten (10) days of the written submission of the grievance to the Superintendent or within five (5) days of the Union's receipt of the Step #1 response, or it shall be waived.

- 2) A Step #2 hearing shall be held within thirty (30) days of the receipt of the Union's submission to Step #2. The hearing shall be conducted by a hearing officer or committee designated by the Sheriff.
- 3) The Sheriff or his designee shall issue an answer to the grievance within ten (10) working days of holding a Step #2 hearing.

**C. STEP #3**

- 1) If the grievance is not resolved at Step 2, the union may submit the grievance to arbitration.
- 2) Such submission must be made within thirty (30) days of the Step 2 response or within sixty (60) days after the grievance has been submitted in writing at Step 2, or it shall be waived.
- 3) "Submission to arbitration" means a letter to the Office of the General Counsel, postage prepaid, postmarked within the specified time limits.
- 4) The arbitrator shall be selected by mutual agreement of the parties.
- 5) Expenses for the arbitrator's services shall be shared equally by the parties.
- 6) The parties agree in principal to use the expedited arbitration procedure of the American Arbitration Association whenever feasible.
- 7) The parties shall maintain a rotating list of mutually-agreed arbitrators who will be selected by the parties to hear disputes in the order in which the arbitrator appears on the list. Either party shall have the right to remove arbitrators from the list upon giving thirty (30) days notice to the other party, in which case another arbitrator shall, by joint agreement, be added to the list.
- 8) Once an arbitrator is selected, the parties shall confer with each other and with the arbitrator to schedule an early available date for the hearing.
- 9) The parties may agree to prioritize cases of mutual importance.

Section 3.

- A. Written submissions of grievances at Step #2 shall be on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances.

- B. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Union representative reaching the adjustment.
- C. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Municipal Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4. Waiver of Grievance. A grievance shall be deemed waived if:

- A. not presented in writing at Step #1 within ten (10) working days of the occurrence, or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based;
- B. not presented at Step #2 within ten (10) days after presentation at Step #1 or within five (5) days of the Union's receipt of the Step # 1 response;
- C. not submitted to arbitration within thirty (30) days of the Step #2 response or within sixty (60) days of the grievance submitted in writing at Step #2.

Section 5. A written list of Union stewards and other representatives in each department shall be furnished to the Sheriff immediately after their designation, and the Union shall notify the Sheriff of any changes.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7. Powers of the Arbitrator.

- A. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this agreement.
- B. The decision of the arbitrator shall be final and binding upon the parties.
- C. The arbitrator shall submit in writing his decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, unless extended by mutual consent.

D. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 8. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

Section 9. By mutual consent, the parties may elect to utilize the services of the State Board of Conciliation and Mediation.

Section 10. Pre-Arbitration Hearing. When either party so requests, the parties shall meet prior to the scheduled hearing date to raise and discuss issues of procedural and substantive arbitrability.

Section 11. Oral Warnings.

- A. No oral warning which has been reduced to writing shall be subject to the provisions of this Article except to the extent that the oral warning is used by the Department to support subsequent discipline.
- B. An employee who receives an oral warning may respond to such warning by filing a written response pertaining to the incident upon which the warning is based with his/her supervisor. Such response shall be placed in the supervisor's file along with notation of the date and substance of the oral warning.
- C. Oral warnings shall not be referred to and/or relied upon by the Department in making promotional decisions.
- D. No record of the oral warning shall appear in the employee's personnel file, nor shall any references to oral warnings be made in response to employment reference inquiries.

## **ARTICLE VIII**

### **NO-STRIKE CLAUSE**

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize,

participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor on its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

## **ARTICLE IX**

### **STABILITY OF AGREEMENT**

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

Section 3. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions shall remain in force for the duration of the Agreement.

## ARTICLE X

### HOURS OF WORK AND OVERTIME

#### Section 1.

- A. The regular workweek shall consist of five (5) eight-hour days between any Wednesday and the following Tuesday, inclusive. The parties agree that the definition and/or the composition of the workweek shall be a subject of continuing negotiations.
- B. At the Department's discretion, a twelve (12) hour shift rotation may be implemented for bargaining unit members in the RN-8 grade.

#### Section 2. Overtime.

- A. All authorized overtime service in excess of the regular workday or the regular workweek, or on the sixth and seventh consecutive days of service during any workweek, shall be compensated on a time-and-one-half basis, except that, for employees in the JO pay grades, a seventh consecutive day of actual service on a continuous operation only shall be compensated at double-time.
- B. Compensation time in lieu of monetary compensation for overtime worked under this section shall not be allowed except by mutual agreement of the parties hereto.
- C. Employees in the ME pay grades shall not be denied overtime services, as specified in section 2A of this Article, by reason of authorized absence during the week in which such overtime service is performed. However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employee shall be compensated for such overtime on a straight-time basis only.

Section 3.

- A. Overtime work shall be distributed as equitably as possible.
- B. A list of all eligible employees shall be posted in a conspicuous place, and kept up-to date, by the Union.
- C. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Section 4. In addition to overtime compensation otherwise provided herein, expenses incurred for authorized meals as a result of authorized overtime work shall be reimbursed up to a maximum of \$1.50 per meal.

Section 5. In the event an employee reports to his/her regular place of work at his/her regularly-scheduled time and is sent home for lack of work, s/he shall be entitled to a day's pay.

Section 6. If an employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work (or is called in on a holiday on which s/he is not scheduled to work), s/he shall be paid for each hour worked on a time-and-one-half basis, and in no event shall s/he receive less than four (4) hours pay on a straight-time basis.

Section 7. Employees shall be paid for overtime service within twenty-five (25) working days following the month in which such service is performed.

Section 8. Shift Selection.

- A. The Municipal Employer agrees to continue the system of shift and days-off pick by seniority. The Municipal Employer reserves the right to determine the number of employees assigned to each shift, the specific combinations of days-off, and the specific numbers of each combination available.
- B. The Municipal Employer shall make the selection of shifts and days-off by seniority available to those officers in the ranks of JO-1, JO-2 and JO-3 who meet the following conditions:
  - 1) three (3) or more years of seniority as of January 1 following the pick;

- 2) no discipline under the Managing Attendance Policy higher than level 3 for the previous twelve (12) months; and
- 3) not assigned to a Support Services position as defined below.

C. The following Support Services positions are exempted from this section:

- Back Gate
- Booking
- Canteen
- Central Control
- Community Affairs
- Community Corrections
- Community Works Program (CWP)
- Communications
- Education
- Front Lobby
- Kitchen
- Laundry
- Maintenance
- Medical
- Property
- Receiving Officer
- Records (including Keeper of the Records)
- Transportation

The Municipal Employer shall provide the union with reasonable notice prior to altering the composition of Support Services as defined above.

D. Right of Review.

- 1) After the initial shift and days-off pick is complete, the Municipal Employer shall have the right to review the final shifts and days-off selected by all eligible employees to determine if the allocation of employees is sufficient to meet the operating needs of the Municipal Employer.
- 2) In the event the Municipal Employer wishes to alter the allocation of employees after such review, it shall meet with the Union to discuss the proposed changes. After discussion with the Union, the Municipal Employer shall be permitted to make such changes which, in the Sheriff's judgment, are necessary for the safe and efficient operation of the institution.

- 3) The Sheriff agrees that, in exercising her authority to reposition employees after the initial selection, said exercise shall not be unreasonable nor based on facts unrelated to the Sheriff's good faith judgment about what is necessary for the most efficient operation of the Department.
- E. An employee's shift and/or days-off will be reassigned (on a temporary or permanent basis) only in circumstances where the Sheriff determines there is a good faith and reasonable basis for the reassignment. The Municipal Employer agrees to notify the union whenever such a determination is made and, to the extent permissible by law, to state the basis for that determination.
- F. Any employee, at the discretion of the Sheriff, may be scheduled and reassigned to work other shifts or have other days-off for a period not to exceed three (3) weeks per employee per year (eight (8) weeks for academy coverage), unless those instances described in paragraph 8E, above, apply. Such reassignments shall be considered as the employee's regular hours of work for the purposes of training or operational needs. Except in the case of emergency, employees will be given at least seven (7) calendar days' notice of such rescheduling.
- G. Should a vacancy in a shift or days-off occur, the Municipal Employer, in its sole discretion, shall determine whether that vacancy shall be filled. The Municipal Employer agrees that if it decides to fill a vacancy, it shall do so with an employee ineligible to participate in the selection process, as defined in paragraph 8B above, or it shall post the vacancy to eligible employees, also as defined in paragraph 8B above, and award it to the senior applicant.
- H. The union agrees that any disputes arising out of the Department's execution of the terms of this agreement shall be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement.
- I. The Department will grant the Union local a limited role in the shift/days-off/vacation selection process in return for the Union's agreement that shift/days-off selections shall be done by seniority within each rank (JO-1s and JO-2s to be considered one rank for these purposes).

Section 9. Inter-Shift Swaps for Jail Officers. Employees shall be provided with an opportunity to periodically alter their regular work hours to accommodate their personal needs.

- A. All swaps will be completed within a thirty (30) day period.

- B. All swaps will be submitted on the “swap request form” filled out completely and signed by both officers requesting the swap. The form shall be available in the Shift Commander’s office.
- C. All swaps will be “body for body.” Both officers involved in the swap must submit the proper paperwork to the Shift Commander for approval. It is the responsibility of each officer to ensure that s/he has a signed approved copy of the request.
- D. All swaps must be submitted to the Shift Commander no later than twenty-four (24) hours before the start of the first swap. Emergency swaps will be considered by the Shift Commander on a case-by-case basis.
- E. Any officer who fails to appear for a scheduled swap will be considered AWOL. All officers who AWOL on swaps will have their names placed on a list in the Shift Commander’s office, and will not be allowed to work swaps for a minimum of one (1) year from the date of the AWOL.
- F. Effective January 1, 2006, the disqualifying level of MAP discipline shall be step three (3).
- G. Officers must have completed six (6) months of service to be eligible to participate in a swap. Officers with less than one (1) year of service, but more than six (6) months of service, shall be limited to a total of four (4) swaps until the completion of one (1) year of service.
- H. If an officer goes out on injury or workers’ compensation, all swaps that the officer is involved in will be put on hold until the officer returns to duty.
- I. Officers involved in swaps will be paid their normal wage rate.

Section 10. The Union acknowledges that it will not oppose the implementation of a bi-weekly payroll process through the City of Boston and/or any related HRIS payroll functions under the direction of the Commonwealth of Massachusetts.

## **ARTICLE XI**

### **TEMPORARY SERVICE**

Section 1. Service in Lower Position. While an employee covered by this Agreement is performing, pursuant to assignment, the duties of a position *lower* than the position in which s/he performs regular service, s/he shall be compensated at the rate of pay

for the position in which s/he performs regular service.

Section 2. Service in Higher Position. An employee who is performing, pursuant to assignment, temporary service in a position *higher* than the position in which s/he performs regular service, other than for the purpose of filling in for an employee on vacation, shall, commencing with the sixth (6<sup>th</sup>) consecutive day of actual service in such higher position, be compensated for such service at the rate to which s/he would have been entitled had s/he been promoted to such position.

Section 3. Remedy. Any remedy based on a grievance filed under this section shall be limited in effect to a period not to exceed five (5) days prior to the date of the filing of the grievance in writing.

## **ARTICLE XII**

### **SENIORITY**

#### Section 1. Definitions.

- A. Seniority shall mean length of continuous employment by the Municipal Employer or the City of Boston Penal Institutions Department. Seniority shall be acquired by a full-time employee after completion of his or her probationary period, at which time seniority shall be retroactive to the first day of employment.
- B. For employees first assigned to or hired into the bargaining unit on or after November 1, 2005, seniority shall mean length of service within the bargaining unit. Seniority shall be acquired by a newly-assigned or hired, full-time probationary employee after completion of his/her probationary period, at which time seniority shall be retroactive to the first day of employment within the bargaining unit.

#### Section 2. Conditions.

- A. Seniority shall accumulate during absence because of illness, injury or industrial accident, educational leave, or layoff for less than twelve (12) consecutive months.

- B. Seniority shall be broken when an employee:
- 1) terminates voluntarily,
  - 2) is discharged for just cause,
  - 3) exceeds an authorized leave of absence, or
  - 4) is laid off for a period of twelve (12) consecutive months.

Section 3. In the event that during the life of this Agreement the existing jail facility on Nashua Street is closed and replaced by another jail facility within the jurisdiction of the Municipal Employer, employees will be given preference over persons not covered by this Agreement to fill available positions covered by this Agreement in accordance with the provisions of section 4 of this Article.

Section 4.

- A. Only seniority as defined in section 1 of this Article will govern lay-off or termination for lack of work or rehiring for employees with seven (7) or more years of service.
- B. In all other cases of rehiring, layoff or termination for lack of work, whenever qualifications and ability are relatively equal, seniority shall be the determining factor. An employee about to be laid off or terminated for lack of work, will be offered a job in the next lower job classification covered by this Agreement if there is a junior employee on a job which such (senior) employee has performed satisfactorily or has shown that he can perform satisfactorily.
- C. The Sheriff shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably.
- D. Any dispute hereunder shall be subject to the grievance and arbitration procedure.
- E. The Municipal Employer, shall not be obligated to recall ex-employees whose seniority has been broken under section 2B of this Article.

**ARTICLE XIII**

**HOLIDAYS**

Section 1. The following shall be considered holidays for the purposes enumerated below:

**Group A (super holidays)**

New Year's Day                      Thanksgiving Day                      Christmas Day

**Group B**

Martin Luther King Jr.'s Birthday                      Independence Day  
Washington's Birthday                      Labor Day  
Evacuation Day                      Columbus Day  
Patriot's Day                      Veteran's Day  
Memorial Day                      Bunker Hill Day

or on the following Monday if any day aforesaid falls on Sunday.

**Section 2. Compensation**

- A. **Group A Holidays.** If an employee works on a Group A holiday, s/he will receive, in addition to his/her regular compensation, compensation or compensation time, which shall be calculated at the time-and-one-half rate for each hour worked. If the Group A holiday falls on an employee's regularly-scheduled day-off, vacation or other authorized day-off, the employee will receive, in addition to his/her regular compensation, an additional day's pay or an additional day-off on a straight-time basis.
  
- B. **Group B Holidays.** If an employee works a shift during the 24-hour period commencing at 7:00 AM on any of the holidays enumerated in Group B, above, or if any of the Group B holidays fall on an employee's regular day-off or during his/her vacation, s/he shall receive, in addition to his/her regular compensation, either an additional day-off or an additional day's pay on a straight-time basis.

Section 3. Notwithstanding any provisions of this Agreement to the contrary, the Sheriff reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time-off or additional pay.

Section 4. For the purposes of this Article, an additional day's pay shall be computed as one-fifth of an employee's regular weekly salary, and an additional day-off shall be computed as eight (8) hours.

**ARTICLE XIV**  
**VACATION LEAVE**

Section 1. The "vacation eligibility year" shall be the twelve (12) months preceding January 1 of any calendar year. Unless as otherwise provided in this Article, every employee covered by this Agreement who, on January 1, has thirty (30) weeks in the aggregate of active service with the Municipal Employer during the vacation eligibility year shall be granted his/her vacation entitlement.

Section 2. Vacation entitlement shall be calculated as follows:

- A. An employee who starts work before July 1 shall receive one (1) week vacation during his/her first calendar year of employment ending December 31, but only upon completion of six (6) months of active service. Continuing thereafter, vacation leave shall be calculated pursuant to the schedule in § 2C, below.
- B. An employee who starts work after July 1 shall not receive any vacation leave during his/her first calendar year of employment ending December 31. Thereafter, and upon completion of six (6) months of active service, any employee whose hiring date falls between July 1 and October 15 inclusive shall receive two (2) weeks vacation following January 1 and any employee whose hiring date falls between October 16 and December 31 inclusive shall receive after completion of six (6) months active service one (1) week vacation following January 1. Continuing thereafter, vacation leave shall be calculated pursuant to the schedule in §2C, below.
- C. For all employees not entitled to vacation pursuant to sections 2A or 2B, above, vacation leave shall be calculated pursuant to the following schedule:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
<b>Completed as of January 1</b>	<b>in next calendar year</b>
less than four (4) years	two (2) weeks
more than four (4) but less than nine (9) years	three (3) weeks
more than nine (9) but less than fourteen (14) years	four (4) weeks
more than fourteen (14) but less than nineteen (19) years	five (5) weeks
more than nineteen (19) years	six (6) weeks

Section 3. The Sheriff may grant during any calendar year a one (1) week vacation to any employee covered by this agreement who for any reason is not entitled to vacation leave under section 2 of this Article, provided that on January 1 of such year such employee has been continuously in active service for at least five (5) months.

Section 4.

A. An employee may secure the benefits under sections 2 and 3 of this Article only during active service, and no rights under said sections shall accrue to an employee in the event of termination of his employment before the vacation leave authorized has actually been taken, except as specifically provided in section 5 and 6 of this Article.

B. For the purposes of computing "active service" under section 1 of this Article, up to twelve (12) weeks may be counted during the vacation eligibility year for any of the following causes:

*all paid vacation leave*

*paid sick leave up to four (4) weeks*

*military leave up to four (4) weeks*

In addition to the above, up to sixteen (16) weeks of disability leave (workers' compensation or Chapter 800) may be counted as active service.

C. For the purposes of determining vacation entitlement under this Article, active service with the Commonwealth of Massachusetts, the City of Boston, or Suffolk County shall be included in computing length of active service.

Section 5. If, during the vacation eligibility year, the employment of an employee who has thirty (30) weeks in the aggregate of active service with the Municipal Employer during the same vacation eligibility year and who would be entitled to vacation leave under section 2 of this Article, is terminated for a reason other than death, retirement, or discharge for cause, such employee shall be paid an amount in lieu of vacation leave pro-rated in proportion that the number of months of active service during the vacation eligibility year including the month in which employment is terminated bears to twelve (12).

Section 6. If the employment of an employee entitled to vacation leave under sections 2 and 3 of this Article is terminated by death or retirement without the employee having been granted such vacation, such employee, or in the case of death, the employee's estate, or as provided in G.L. c.41, §111I, the employee's surviving spouse or next of kin, shall be paid an amount in lieu of such vacation; provided that no monetary or other allowance has already been made therefor, and provided further that if the employment is terminated by death or retirement before January 1 that the employee has actually worked for the Municipal Employer for six (6) months in the aggregate since December 31 of the preceding year.

Section 7. An employee on leave due to occupational disability who is entitled to vacation leave under this Article may take such of his/her vacation leave as, when added to the amount of any disability (workers' compensation) payments, will result in the payment of his/her full salary for any particular workweek.

Section 8. Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to his/her maximum vacation leave entitlement under this Article, provided that when the employee is departing on vacation leave period which is less than his/her full vacation entitlement, the advance shall not exceed the vacation pay allowance for such vacation leave period.

Section 9.

- A. Vacation leave shall be taken at such time as, in the opinion of the Sheriff, will cause the least interference with the regular work of the Department.
- B. Subject to the preceding sentence, vacation leave selection shall be determined by seniority.
- C. Bidding for vacation leave shall occur between September 1 and October 31 of each year.
- D. All vacation picks shall be final. Substitutions and changes shall be subject to the approval of the Sheriff.

Section 10. Vacation leave shall not be accumulated beyond the end of a calendar year, provided, however, that if in the opinion of the Sheriff it is impractical for an employee to take his/her full vacation leave during any calendar year because of the

needs of the public service, such employee may use his/her vacation leave during the succeeding year, but in no event thereafter.

Section 11. Employees may convert credit time to vacation leave in blocks of five (5) days. Employees who elect to do so will select these additional vacation weeks in order of seniority, but only after the selection of contractual vacation weeks has been completed.

Section 12.

- A. Prior to the start of the vacation bidding process, officers in the ranks of JO-1, JO-2 and JO-3 shall be permitted to designate one (1) week of his/her accrued vacation leave to be taken in single-day increments provided that such selections are made after all weekly selections have been completed. Such designations shall be made in writing.
  
- B. Employees in the ME pay grades may not take vacation leave on the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day, unless otherwise authorized by the facility Superintendent or designee.

## **ARTICLE XV**

### **SICK LEAVE**

#### Section 1. Entitlement

- A. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family.
  
- B. Sick leave shall accrue at the rate of 1 ¼ days for each month of actual service, not to exceed fifteen (15) working days in any calendar year. Employees shall not be credited with fifteen (15) days' sick leave as of January 1 of any year, in advance of such year having been worked.

- C. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year.
- D. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2. Conditions. No employee shall be entitled to sick leave without loss of pay as provided in section 1 of this Article unless:

- A. the employee has notified his/her immediate superior at least (1) hour before the intended absence, stating the cause thereof, except in case of extreme emergency;
- B. on, or within four weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in the case of his/her incapacity evidenced by a physician's certificate attached, or, in the case of his/her death, a person acting in his behalf, has in writing, on a form furnished by the Department's Director of Personnel Administration, requested leave without loss of pay for such period of absence; and
- C. the Sheriff has approved such request.
- D. For periods of absence of five (5) consecutive working days or more, the Sheriff may require as a condition precedent to her approval of such request, evidence in the form of a physician's certificate for the necessity of such absence, or, if the cause of the absence is such as not to require the services of a physician, a written statement signed by the employee, setting forth the reason for the absence.
- E. Employees in the ME pay grades are required to call in a minimum of two (2) hours before the shift begins and must provide at least one (1) day notice prior to returning to work, or the Department shall not be obligated to return said individual to his/her regularly scheduled shift.

Section 3. The Sheriff may require an employee who seeks to return to work after a leave of absence for sickness or other cause, to be examined by the medical advisor to the Office of Workers' Compensation prior to the employee's reinstatement to active service. No employee shall suffer loss of pay for lapse of time between the date s/he

reports for work after a sick leave of absence and the date of examination by the said medical advisor if:

- A. the employee reports for work with a doctor's certificate certifying that the employee is able to return to work in the position in which he/she has performed regular service, and
- B. said medical advisor approves such certificate.
- C. Any dispute under this section shall be subject to the grievance procedure, provided that the leave of absence for sickness or other cause commenced subsequent to the effective date of this Agreement.

Section 4. An employee on leave because of an occupational disability may take such of the sick leave allowance to which s/he is entitled under this Article as, when added to the amount of any disability (workers' compensation) payments, will result in the payment of his/her full salary for any particular workweek.

Section 5. Annual Redemption of Sick Leave.

- A. An employee who has used fewer than five (5) sick days in the twelve (12) month period ending December 31 of any year in which this Agreement is in effect, may elect to redeem sick days in a lump-sum cash payment in accordance with the following schedule:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	5 days pay
1	4 days pay
2	3 days pay
3	2 days pay
4	1 days pay
5	0 days pay

The *per diem* rate will be the employee's rate on December 31 as specified in the pay schedule for compensation grades JO-1 to JO-3, JO-1N to JO-3N, RN-08, RN-08N, ME-1, ME-2, ME-3 and ME-4 inclusive, in force on that date.

- B. As an alternative to the annual redemption of sick leave in accordance with Article XV, §5A, an employee may elect to convert such leave to vacation on a one-for-one basis. Members who elect this option must declare their intention prior to the start of the vacation selection process, but will select these additional vacation weeks in order of seniority only after the selection of contractual vacation weeks has been completed.
- C. During January, the Municipal Employer will notify each qualifying employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

Section 6. Sick Leave Redemption.

- A. As of the effective date of the retirement of an employee from County service, the Municipal Employer shall redeem a percentage of the employee's accrued but unused sick leave.
- B. The Municipal Employer shall redeem no more than twenty-seven percent (27%) of the total accumulative sick leave at a rate of pay which is the average of the employee's rate of pay for the last three (3) years of service.

Section 7. Penalties.

- A. Notwithstanding the provisions of Article XIII, §2, no sick days may be taken immediately following, immediately before, or on any holiday or holiday time off as indicated in Article XIII, §2A, and no sick days may be taken immediately before or after any holiday or holiday time-off as indicated in Article XIII, §2B. Any person taking a sick day-off on, immediately before or immediately after an Article XIII, §2A holiday, or immediately before or after an Article XIII, §2B holiday, will be docked the equivalent number of days.
- B. The foregoing sections also include the loss of the used sick days.
- C. Said suspension without pay or loss of sick days may be vacated if, in the discretion of the Sheriff or her designee,
  - 1) the use of sick time was either justified and unforeseeable or adequately documented as being necessary by a physician, and such documentation is received by Personnel within five (5) days; and
  - 2) the use of such sick time was approved by the Sheriff/designee in advance.

### Section 8. Personal Days.

- A. Every employee who is eligible for sick leave pursuant to section 1 of this Article may take up to four (4) of their accumulated sick days as personal days.
- B. These days will be requested and selected in accordance with the procedures under, and count towards the minimum numbers in, Article XVIII, §6.
- C. No employee in the ME pay grades shall use personal leave on the day before or after a holiday, or on the day before or after vacation leave.
- D. Personal days used under this section:
  - 1) shall be deducted, initially, from sick leave;
  - 2) up to two (2) personal days shall be re-credited at the conclusion of the calendar year in the event that the employee has not used more than eight (8) sick days during the calendar year;
  - 3) shall not count as sick days used by an employee for the purposes of the Managing Attendance Program (MAP); and
  - 4) shall not in any way affect an employee's right to annual sick leave redemption under this Article.

### Section 9. Medical Leave of Absence.

- A. Any employee who has exhausted his/her allotment of accrued sick time, and who has either exhausted all other accrued time or elected not to request its use, is required to request and substantiate a medical leave of absence in order to preserve his/her employment status.
- B. An employee on an approved medical leave can be immediately reinstated to active status with 48 hours advance notice from the employee. The Municipal Employer may require medical documentation from the employee's treating physician certifying his/her clearance to return to work.
- C. An employee on an approved medical leave of absence will not incur a break in internal seniority for such things as vacation and shift picks.

## ARTICLE XVI

### OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of the Suffolk County Jail, as determined by the Sheriff, leave of absence without loss of pay will be permitted for the following reasons:

- A. Attendance by an employee who is a veteran as defined in G.L. c.31,§21 as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection;
- B. Attendance by an employee who is a veteran as defined in G.L. c.31,§21 as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this agreement, by the Sheriff;
- C. Attendance by employees who are delegates or alternates at the annual convention of the Massachusetts State Labor Council;
- D. Prophylactic inoculation required by the Municipal Employer;
- E. Red Cross blood donations, if made at the Suffolk County Jail;
- F. Medical examinations for retirement purposes;
- G. Attendance at hearings in workers' compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;
- H. Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in city or town in which an employee is registered to vote would preclude him/her from voting outside regular working hours, taking into consideration travel time from the polls to his/her regular place of employment, or vice versa;
- I. Reasonable time for the processing of grievances by one employees' representative on each shift. The Union shall provide and keep updated a list of such representatives;
- J. Attendance at educational programs required or authorized by the Municipal Employer;

- K. Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work, will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours;
- L. Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the employee is to testify on matters which occurred during the course of employment or for the purpose of filing a complaint against a person for action which took place during the course of employment.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with G.L. c.33, §59, leave of absence with pay during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefor, the Municipal Employer will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment of his/her full salary for any particular workweek.

Section 4. Bereavement Leave.

- A. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child, grandparent or grandchild in the immediate family of an employee with six or more months of continuous active service and who is in active service at the time of such death, such employee shall be entitled to receive up to four (4) working days leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly-scheduled to work.

- B. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. If an employee entitled to leave without loss of pay under this section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this section, leave for such purposes shall be deducted from sick leave allowance, if any.

Section 5. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the appointing authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed one year after date of delivery.

## **ARTICLE XVII**

### **HEALTH AND SAFETY**

- A. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations.
- B. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

Section 1. Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory, nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union authorized violations of this section shall entitle the Municipal Employer to disregard its obligations under this section.

Section 2. Access to Premises.

- A. Representatives of the Union shall be permitted to enter the premises of the Suffolk County Jail at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performance of duties and provided they give notice of their presence immediately upon arrival to the person in charge of the Jail.
- B. Only officials of this Union shall be granted access to the premises to discuss wages, hours, and conditions of employment regarding persons covered by this Agreement.

Section 3. Uniforms. Subject to the provisions below, each employee covered by this Agreement who is required to wear a uniform shall receive an annual clothing allowance for the prior calendar year. The uniform allowance shall be seven hundred and fifty dollars (\$750.00).

- A. The Municipal Employer agrees to a system by which, in accordance with Department policy S-224, it will supply uniforms either directly or through vouchers, to new employees and replace uniforms for existing employees subject to the regulations established by the Sheriff.
- B. Upon termination of an employee due to retirement or death, the allowance payable for that calendar year will be prorated and paid to him/her or, in case of his/her death, his/her estate, in the manner provided by law for the payment of vacation pay on death or retirement.

Section 4. Employee Files.

- A. No material originating from the Municipal Employer derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that s/he has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that s/he has read the material to be filed.
- B. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

- C. Any employee shall have the right, on request at reasonable times, to examine all material in his/her personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office. A copy of any such material shall be furnished the employee at his/her request.

Section 5. Committees.

- A. The Union agrees to form a committee, along with the Municipal Employer and all other affected locals which choose to participate, the purpose of which is to examine and discuss the implications of a merger between the bargaining units represented by Local 1134 and 419, each of AFSCME Council 93, as well as the most efficient means of effectuating the merger.
- B. The parties additionally agree to form a committee(s) to discuss the following:
  - 1) the availability and securing of federal grant money for the deployment of SAEDs (Semi-Automatic External Defibrillators);
  - 2) parking issues at Jail and implementation of possible solutions; and
  - 3) safety issues relative to double-bunking and implementation of mutually-agreeable solutions

Section 6. Credit, Personal and Compensation Day Usage.

- A. The Municipal Employer agrees that employees in the grades of JO-1, JO-2 and JO-3 only may use credit/compensation/personal days in accordance with the following table:

<u>SHIFT</u>	<u>MINIMUM SLOTS</u>
6:45 - 3:15	3
2:45 - 11:15	3
10:45 - 7:15	2

- B. Officers may call the Shift Commander or his/her designee no later than one hour prior to the start of their scheduled shift to request a credit/compensation/personal day.
- C. If, at the start of the shift, sufficient officers are present for duty, no overtime hires are necessary, and there are floaters, the Department agrees to voluntarily increase the number of slots commensurate with the number of floaters.
- D. Selection for these slots shall be on a first-come, first-serve basis. The sign-up sheets for the entire year shall be maintained in such a manner as to provide the officers with access to the sheets.
- E. At least one employee in the grade of RN-08 per shift, on a first-come, first-serve basis, shall be granted a credit or compensation day provided notice was given at least fifteen (15) days in advance.
- F. In addition, the County agrees to voluntarily increase these numbers during any week where vacation slots are otherwise available.
- G. All other requests will be considered based upon the needs of the Department.

Section 7. Labor-Management Committee.

- A. A Labor-Management Committee shall be established consisting of three (3) representatives of the union and representatives of the Sheriff's Department. Department representatives will have authority to resolve matters, subject to approval by the Sheriff. The committee shall meet at least once a month to discuss matters of mutual concern. The Union shall provide the Department with the names of its three (3) representatives (each of whom shall attend all meetings to the extent possible) on this committee, in writing, at least two (2) weeks prior to the first meeting.
- B. The union agrees that it will delay filing any charge of prohibited practice with the Labor Relations Commission (LRC) until the issue has been raised and discussed with the Labor-Management Committee. In turn, the Department agrees not to implement any new or revised policy that affects the working conditions of bargaining unit members without first discussing the matter in committee. The parties shall agree on an agenda at least one (1) week in advance of the next scheduled meeting, and all requests for release time shall be

presented to the Sheriff's Office of Employee Relations least three (3) business days prior to such meeting.

- C. The parties agree that the Health & Safety Committee is hereby abolished, and issues currently raised will henceforth be discussed at the Labor-Management Committee, and that the current practice of discussing health and safety issues in committee prior to filing a grievance on same will continue.

#### Section 8. Performance Evaluations.

A. Effective January 1, 2006, an annual employee performance evaluation system shall be implemented using forms agreed upon between the parties. There shall be a separate form for bargaining unit members in grades JO-1 and JO-1N, a separate form for members in grades JO-2, JO-2N, JO-3, and JO-3N, a separate form for members in grades RN-8 and RN-8N as well as a separate form for members in grades ME-1, ME-2, ME-3, and ME-4. The initial evaluation period shall be calendar year 2006, provided that all supervisors who are required to perform evaluations have been properly trained on evaluation methods.

B. Performance evaluation forms shall be made available to all employees prior to calendar year 2006. The Superintendent or his designee shall be available at the outset of the implementation of the evaluation process to review criteria with any interested employees.

C. All employee performance evaluations shall be completed in writing, and all evaluated employees shall be provided the opportunity to sign and comment upon his/her evaluation prior to its placement in the employee's personnel file.

D. In the event that an employee receives a *below expectations* rating on any annual evaluation, such employee, upon subsequently receiving three consecutive *meets expectations* ratings, shall have the *below expectations* evaluation removed from his/her personnel file. It is understood that disciplinary action shall not be a result of an annual evaluation. It is further understood that annual evaluations shall be used for assessment in the promotional process as

defined in Article XX, section 6 of this Agreement. It is also understood that employees in the ME pay grades must receive a satisfactory employee evaluation to progress to Step 8 and beyond.

E. It is agreed that there shall be a Performance Evaluation Committee consisting of two (2) representatives of the Union and two (2) representatives of the Department who shall have the option to meet prior to the implementation of the initial evaluation process to consider any mutually agreed-upon revisions to the established performance evaluation system. The parties shall also have the option to meet after each subsequent annual evaluation process to mutually agree upon revisions to the established performance evaluation system.

**ARTICLE XIX  
COMPENSATION**

Section 1. Pay scales.

A. As of July 1, 2005, the following wage scale shall govern all employees covered by this collective bargaining agreement:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
JO-1	\$ 583.75	\$ 666.80	\$ 754.10	\$ 805.89	\$ 870.38	\$ 887.77	\$ 905.52	\$ 923.63	\$ 942.11
JO-2	\$ 605.77	\$ 703.39	\$ 803.35	\$ 857.08	\$ 925.64	\$ 944.15	\$ 963.04	\$ 982.30	\$ 1,001.94
JO-3	\$ 637.37	\$ 747.69	\$ 866.57	\$ 915.05	\$ 988.25	\$ 1,008.03	\$ 1,028.19	\$ 1,048.76	\$ 1,069.73
RN-8	\$ 694.71	\$ 822.50	\$ 961.31	\$ 1,038.08	\$ 1,058.85	\$ 1,080.03	\$ 1,101.63	\$ 1,123.66	n/a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ME-1	\$ 579.12	\$ 603.26	\$ 630.91	\$ 659.80	\$ 690.73	\$ 718.36	\$ 732.73	\$ 747.39
ME-2	\$ 659.80	\$ 690.73	\$ 722.76	\$ 756.69	\$ 791.86	\$ 823.54	\$ 840.01	\$ 856.81
ME-3	\$ 722.76	\$ 756.69	\$ 791.86	\$ 832.76	\$ 872.78	\$ 907.70	\$ 925.85	\$ 944.37
ME-4	\$ 956.37	\$ 997.09	\$ 1,042.75	\$ 1,092.19	\$ 1,141.61	\$ 1,187.27	\$ 1,211.01	\$ 1,235.24

B. Effective October 1, 2005, the following wage scale shall govern all employees covered by this collective bargaining agreement:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
JO-1	\$ 636.64	\$ 721.35	\$ 810.39	\$ 863.22	\$ 929.00	\$ 946.73	\$ 964.84	\$ 983.31	\$ 1,002.16

JO-2	\$ 659.10	\$ 758.66	\$ 860.62	\$ 915.43	\$ 985.36	\$ 1,004.24	\$ 1,023.51	\$ 1,043.15	\$ 1,063.19
JO-3	\$ 691.33	\$ 803.85	\$ 925.11	\$ 974.56	\$ 1,049.23	\$ 1,069.40	\$ 1,089.96	\$ 1,110.94	\$ 1,132.33
RN-8	\$ 749.82	\$ 880.15	\$ 1,021.74	\$ 1,100.04	\$ 1,121.24	\$ 1,142.84	\$ 1,164.87	\$ 1,187.34	n/a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ME-1	\$ 590.70	\$ 615.33	\$ 643.52	\$ 672.99	\$ 704.54	\$ 732.73	\$ 747.39	\$ 762.34
ME-2	\$ 672.99	\$ 704.54	\$ 737.22	\$ 771.82	\$ 807.70	\$ 840.01	\$ 856.81	\$ 873.94
ME-3	\$ 737.22	\$ 771.82	\$ 807.70	\$ 849.41	\$ 890.24	\$ 925.85	\$ 944.36	\$ 963.25
ME-4	\$ 975.49	\$ 1,017.03	\$ 1,063.61	\$ 1,114.04	\$ 1,164.44	\$ 1,211.02	\$ 1,235.23	\$ 1,259.94

C. Effective July 1, 2006, the following wage scale shall govern all employees covered by this collective bargaining agreement:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
JO-1	\$ 661.44	\$ 747.84	\$ 838.67	\$ 892.55	\$ 959.65	\$ 977.73	\$ 996.21	\$ 1,015.05	\$ 1,034.27
JO-2	\$ 684.35	\$ 785.90	\$ 889.90	\$ 945.81	\$ 1,017.14	\$ 1,036.39	\$ 1,056.05	\$ 1,076.09	\$ 1,096.52
JO-3	\$ 717.23	\$ 831.99	\$ 955.68	\$ 1,006.12	\$ 1,082.28	\$ 1,102.86	\$ 1,123.83	\$ 1,145.23	\$ 1,167.04
RN-8	\$ 776.65	\$ 909.59	\$ 1,054.01	\$ 1,133.87	\$ 1,155.50	\$ 1,177.53	\$ 1,200.00	\$ 1,222.92	n/a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
JO-1N	\$ 703.44	\$ 789.84	\$ 880.67	\$ 934.55	\$ 1,001.65	\$ 1,019.73	\$ 1,038.21	\$ 1,057.05	\$ 1,076.27
JO-2N	\$ 726.35	\$ 827.90	\$ 931.90	\$ 987.81	\$ 1,059.14	\$ 1,078.39	\$ 1,098.05	\$ 1,118.09	\$ 1,138.52
JO-3N	\$ 759.23	\$ 873.99	\$ 997.68	\$ 1,048.12	\$ 1,124.28	\$ 1,144.86	\$ 1,165.83	\$ 1,187.23	\$ 1,209.04
RN-8N	\$ 818.65	\$ 951.59	\$ 1,096.01	\$ 1,175.87	\$ 1,197.50	\$ 1,219.53	\$ 1,242.00	\$ 1,264.92	n/a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ME-1	\$ 602.51	\$ 627.63	\$ 656.39	\$ 686.45	\$ 718.63	\$ 747.39	\$ 762.33	\$ 777.58
ME-2	\$ 686.45	\$ 718.63	\$ 751.96	\$ 787.26	\$ 823.86	\$ 856.81	\$ 873.94	\$ 891.42
ME-3	\$ 751.96	\$ 787.26	\$ 823.86	\$ 866.40	\$ 908.04	\$ 944.37	\$ 963.25	\$ 982.52
ME-4	\$ 995.00	\$ 1,037.37	\$ 1,084.88	\$ 1,136.32	\$ 1,187.73	\$ 1,235.24	\$ 1,259.94	\$ 1,285.14

D. Effective July 1, 2007, the following wage scale shall govern all employees covered by this collective bargaining agreement:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
JO-1	\$ 674.67	\$ 762.80	\$ 855.44	\$ 910.40	\$ 978.84	\$ 997.29	\$ 1,016.13	\$ 1,035.35	\$ 1,054.96
JO-2	\$ 698.03	\$ 801.62	\$ 907.70	\$ 964.73	\$ 1,037.48	\$ 1,057.12	\$ 1,077.17	\$ 1,097.61	\$ 1,118.45
JO-3	\$ 731.57	\$ 848.63	\$ 974.79	\$ 1,026.24	\$ 1,103.93	\$ 1,124.91	\$ 1,146.30	\$ 1,168.13	\$ 1,190.39
RN-8	\$ 792.18	\$ 927.78	\$ 1,075.09	\$ 1,156.55	\$ 1,178.61	\$ 1,201.08	\$ 1,224.00	\$ 1,247.38	n/a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
JO-1N	\$ 716.67	\$ 804.80	\$ 897.44	\$ 952.40	\$ 1,020.84	\$ 1,039.29	\$ 1,058.13	\$ 1,077.35	\$ 1,096.96
JO-2N	\$ 740.03	\$ 843.62	\$ 949.70	\$ 1,006.73	\$ 1,079.48	\$ 1,099.12	\$ 1,119.17	\$ 1,139.61	\$ 1,160.45
JO-3N	\$ 773.57	\$ 890.63	\$ 1,016.79	\$ 1,068.24	\$ 1,145.93	\$ 1,166.91	\$ 1,188.30	\$ 1,210.13	\$ 1,232.39
RN-8N	\$ 834.18	\$ 969.78	\$ 1,117.09	\$ 1,198.55	\$ 1,220.61	\$ 1,243.08	\$ 1,266.00	\$ 1,289.38	n/a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ME-1	\$ 614.56	\$ 640.19	\$ 669.52	\$ 700.18	\$ 733.01	\$ 762.33	\$ 777.58	\$ 793.13
ME-2	\$ 700.18	\$ 733.01	\$ 767.00	\$ 803.00	\$ 840.33	\$ 873.94	\$ 891.42	\$ 909.25
ME-3	\$ 767.00	\$ 803.00	\$ 840.33	\$ 883.73	\$ 926.20	\$ 963.26	\$ 982.52	\$ 1,002.17
ME-4	\$ 1,014.90	\$ 1,058.12	\$ 1,106.58	\$ 1,159.04	\$ 1,211.49	\$ 1,259.94	\$ 1,285.14	\$ 1,310.84

Section 2. Every employee holding a position classified in a grade with the prefix "JO" shall, upon completion of each year of service in the position, be advanced to the rate specified for the grade of the position in the next numerically numbered column, if any, for said grade.

Section 3. Jail officers covered by this Agreement who have twenty (20) years of service shall be placed in the maximum of the grade to which they are provisionally, as well as permanently, promoted.

Section 4. The mileage allowance shall be thirty-three cents (0.33) per mile.

Section 5. An employee with not less than one (1) year of service who is not a permanent employee shall be advanced to the step next higher in his/her pay grade, and thereafter shall automatically advance to the next higher step, if any, unless s/he fails a Civil Service examination or fails to take a scheduled Civil Service examination without reasonable cause. An employee who on January 1, 1978, has less than one (1) year of service or who is hired thereafter shall receive step-rates under this provision, except that his/her anniversary date shall be the date of hire.

Section 6. The County's contribution to group hospitalization premiums shall be:

- A. 75% of total monthly premium for the indemnity plan selected by the employer, including Master Medical or equivalent coverage;
- B. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

Section 7. Financing.

- A. No moneys shall be paid under this Article unless and until the funds necessary to implement this Agreement have been appropriated and approved by the County Government Finance Review Board.
- B. The provisions of Chapter 190, §18 of the Acts of 1982 are incorporated into this Agreement.

Section 8. Longevity.

- A. Employees with five (5) years of service with the Suffolk County Sheriff's Department but less than ten (10) years - \$ 350.00;
- B. Employees with ten (10) years of service with the Suffolk County Sheriff's Department but less than fifteen (15) years - \$500.00
- C. Employees with fifteen (15) years of service with the Suffolk County Sheriff's Department but less than twenty (20) years - \$600.00
- D. Employees with twenty (20) years of service with the Suffolk County Sheriff's Department but less than twenty five (25) years -\$700.00
- E. Employees with twenty five (25) or more years - \$800.00
- F. Such payment shall be made to the employees on the anniversary day of their employment with the Suffolk County Sheriff's Department.

Section 9. Weekend Differential.

- A. There shall be a weekend differential of \$1.00 per hour for all regularly scheduled hours actually worked between the hours of 11:00 p.m. on Friday and 11:00 p.m. on Sunday.
- B. Effective July 1, 2006, this differential shall be abolished for employees in the grades ME-1, ME-2, ME-3 and ME-4 only.

Section 10. Shift Differential.

- A. There shall be a shift differential of \$1.00 per hour for all regularly-scheduled hours actually worked. The term "night shift" shall mean a regular work shift four (4) or more hours of which occur between 7:00 PM one day and 8:00 AM

on the next succeeding day.

- B. Effective July 1, 2006, this differential shall be abolished and included in the regular weekly salary of all employees in grades JO-1N, JO-2N, JO-3N and RN-8N scheduled to work the 2:45 – 11:15 PM and 10:45 PM – 7:15 AM shifts.
- C. Effective July 1, 2006, this differential shall be abolished for all employees in the grades ME-1, ME-2, ME-3 and ME-4.

Section 11. Public Safety Differential.

- A. As of July 1, 2005, there shall be a public safety differential of \$1.01 per hour for all regularly-scheduled hours actually worked.
- B. Effective October 1, 2005, this differential shall be abolished and included in the regular weekly salary.
- C. Effective July 1, 2006, this differential shall be abolished for all employees in the grades ME-1, ME-2, ME-3 and ME-4.

Section 12. Education Differential.

There shall be an educational incentive differential for those bargaining unit members with documented degrees from accredited colleges and universities, subject to Department approval, as follows:

- A. Associate's - \$0.72/hour for all regularly-scheduled hours actually worked;
- B. Bachelor's - \$1.20/hour for all regularly-scheduled hours actually worked;
- C. Master's - \$1.44/hour for all regularly-scheduled hours actually worked.

Section 13. The definition of "actual hours worked" shall include all regularly-scheduled hours and vacation days.

Section 14. Dental/Vision Care. The present level of dental/eyeglass benefits will be maintained for bargaining unit members during the period covered by this Agreement.

Section 15. Education reimbursement.

Subject to available funding, nurses may be eligible for tuition reimbursement for continuing educational units (CEUs).

Section 16. Wellness & Fitness Program.

- A. Employees who annually meet the requirements of the Municipal Employer's voluntary "Wellness and Fitness" program will receive a cash payment, payable a reasonable time after successful completion of the fitness evaluation.
  - 1) The amount of this payment is \$667.00.
  - 2) Effective July 1, 2006, this payment shall increase to \$800.00.
- B. Requests for alternative fitness requirements for medical reasons will be given fair consideration on an individual basis.

Section 17. Drug Testing Program.

- A. Employees who annually meet the requirements of the Municipal Employer's mandatory drug testing program will receive a cash payment of \$ 1,000.00.
- B. This cash bonus will be payable thirty (30) days after the confirmation of a negative test result.
- C. Employees who test positive will not be eligible for said cash payment unless the results, as determined by a subsequent negative result obtained by a re-test at the employee's expense, are deemed to be erroneous.
- D. Effective July 1, 2006, the program will be modified to:
  - 1) abolish the \$1,000.00 bonus by converting it into regular weekly salary and an increase in the fitness bonus described in section 16, above, for all bargaining unit member birthdays occurring on or after July 1, 2006;
  - 2) grant the Department the discretion, but not the obligation, to actually test less than 100% of the bargaining unit in any given year notwithstanding the provisions of Article XXI, section 1; and
  - 3) institute random hair sample testing for bargaining unit members referred to the three-year rehabilitation program referenced in Article XXI, section 5.

Section 18. Tuition Remission.

- A. The Municipal Employer shall establish a program for tuition remission in accordance with existing state guidelines.
- B. The Municipal Employer agrees to compensate employees in the ME pay grades in an amount not to exceed one thousand dollars (\$1,000.00) in any year for

courses and seminars provided that they are authorized, required and job related. The employee must notify the Sheriff in advance of taking such course(s) and receive approval in writing.

## **ARTICLE XX**

### **PROBATION AND PROMOTION**

Section 1. Post-hire probation. For all employees hired after the effective date of this Agreement, the regular probationary period shall be eighteen (18) months of active service from the date of appointment by the Municipal Employer.

Section 2. Posting. Notice of a promotional vacancy in a position covered by this agreement shall be posted for a period of ten (10) consecutive days. Any employee who is eligible, pursuant to sections 3 - 7 of this Article, but not interested in filling the vacancy, shall inform the Sheriff through the Director of Personnel Administration.

Section 3. Examination.

- A. Applicants for a promotional opportunity covered by this Agreement must successfully pass an examination administered by the Municipal Employer in order to be eligible for an interview and further consideration. What constitutes a passing score shall be decided by a joint committee after the creation of the examination.
- B. An applicant's test score shall count for fifty percent (50%) of his/her overall score.

Section 4. Eligibility. Employees must have the following minimum years of service with the Municipal Employer in order to be eligible to take a promotional examination:

- A. two (2) years for the position of Corporal;
- B. three (3) years for the position of Sergeant; and
- C. three and one-half (3 ½) years for the position of Lieutenant

Section 5. Interviews.

- A. All applicants for a promotional opportunity covered by this Agreement who receive a passing score on the examination shall receive an interview before a panel selected at the sole discretion of the Municipal Employer. Wherever possible, the interview panel shall consist of the same persons for all interviews of applicants for the same promotional opportunity.
- B. Applicants shall be questioned about topics including but not limited to the following: the duties and responsibilities of the position applied for; policies and procedures of the Department; his/her past job performance; and other questions related to the operation of the Department. Each panelist shall score the interviewee based on his/her substantive responses to questions posed during the interview, as well as the person's appearance, attitude and demeanor.
- C. An applicant's interview score shall count for twenty-five percent (25%) of his/her overall score.

Section 6. Job performance.

- A. All applicants for a promotional opportunity covered by this Agreement who receive a passing score on the examination shall also be judged and scored on their past job performance. This assessment shall include but not be limited to the following factors: disciplinary history, attendance history, supervisors' recommendations, education, and training.
- B. An applicant's job performance score shall count for twenty-five percent (25%) of his/her overall score.

Section 7. Order on list.

- A. An applicant's scores for the examination, interview, job performance and attendance record shall be added together to reach his/her overall score, and each applicant shall be ranked accordingly.
- B. Where two (2) or more persons have identical scores, the more senior person, pursuant to Article XII of the Agreement, shall be ranked ahead of the less senior person.
- C. Once established, the list shall remain in effect for a period of two (2) years.
- D. Upon request, applicants will be provided with a numerical breakdown of their overall score.

Section 8. Selection.

- A In making promotional decisions, the Sheriff shall select an individual based on the formula of "2n + 1," with "n" being the number of positions to be filled.
- B. However, if an individual on the promotion list, during the period the list is in effect, engages in misconduct (including excessive absenteeism) which would have affected his/her score had it occurred (or become known) prior to the publication of the list, the Sheriff reserves the right to remove said person from the list.

Section 9. Grievability. Promotional decisions shall not be subject to challenge under the grievance and arbitration procedure of the Agreement, except in those instances where the Sheriff has exercised her right to remove a person from the promotion list.

Section 10. Post-promotion probation. Any person who receives an increase in grade or rank pursuant to this Article shall be on probation in that grade or rank for one (1) year. Up to and including one (1) year after the increase in grade or rank, the Sheriff shall retain all prerogatives and discretion with respect to maintaining such person at the new grade or rank, or returning such person to their previous grade or rank.

**ARTICLE XXI**

**DRUG TESTING**

Section 1. Mandatory testing.

- A. In the mutual interest of achieving optimal public safety conditions by ensuring a drug-free work environment, the parties agree that all bargaining unit members shall be subject to an annual drug test that is to be conducted through a fair, reasonable and objective hair analysis testing system which shall be performed by an independent contractor.
- B. Each bargaining unit member shall submit to an annual hair test within a thirty-calendar day period before or after his/her birthday. The period to be tested shall not be longer than six months from the date that the sample is taken. The Municipal Employer shall schedule each examination, and notify each officer, as far in advance as practicable.

Section 2. Procedures.

- A. The Municipal Employer agrees that it will establish and adhere to written collection and testing procedures for hair sample testing.
- B. These procedures shall be fair and reasonable and designed to ensure the accuracy and integrity of both the test and the testing process.
- C. These written annual drug-testing procedures will be incorporated into the Municipal Employer's policy manual.
- D. Nothing contained in this article shall alter existing policy as it relates to other drug and alcohol testing, related procedures, and/or requirements for probationary employees.

Section 3. Drugs covered.

Annual hair sample drug tests will consist only of determinations of the presence of the following:

<b>marijuana metabolites</b>	<b>phencyclidine (PCP)</b>
<b>cocaine metabolites</b>	<b>amphetamines</b>
<b>opiate metabolites</b>	

Section 4. Alcohol testing.

Hair testing does not include testing for alcohol. Alcohol testing will be conducted through urinalysis and will only be required when a bargaining unit member has been involved, while on duty, as the driver in a major motor vehicle accident or in the discharge of a firearm.

Section 5. Discipline alternatives.

- A. Any bargaining unit member who receives a verified positive test result for the aforementioned illicit drugs will be subject to disciplinary action up to and including termination.
- B. However, in the instance of a first offense, the Municipal Employer shall offer the following alternative to termination: voluntary acceptance of an up to 45-calendar day suspension without pay *and* the execution of a rehabilitation agreement that shall include mandatory participation in a treatment/rehabilitation program. This alternative would also require that the first-time offender voluntarily submit to random follow-up testing for a period of up to three (3) years.

#### Section 6. Re-test.

In the event that any bargaining unit member should show a positive test result, s/he would be entitled to a re-test option with the same vendor at his/her own expense. The cost for this re-test would not exceed the rate charged the Municipal Employer and would be reimbursed by the Municipal Employer if the re-test is negative.

#### Section 7. Medical Review Officer (MRO).

- A. In recognizing that a positive result does not automatically indicate that a bargaining unit member has used illicit drugs, an independent MRO will review any positive results of tested employees and protect the confidentiality of the employee's medical information.
  
- B. The MRO shall be a licensed physician with a detailed knowledge of substance abuse disorders and appropriate medical training in interpreting and evaluating positive test results in light of an employee's medical history and other pertinent medical information. The MRO shall not be an employee of the Municipal Employer or the independent contractor who conducts the test, nor shall s/he have any financial interest in the laboratory conducting the tests whose results s/he reviews.
  
- C. The MRO shall examine alternative medical explanations for any positive test results and shall give the employee an opportunity to discuss the test results on a confidential basis. If the MRO determines there is a legitimate medical explanation for a positive test result other than the presence of illicit drugs, s/he shall report the result to the Municipal Employer as negative.

#### Section 8. Consequences.

The failure to comply with the provisions of a rehabilitation agreement, and/or the failure to successfully complete the random follow-up testing period, will result in discipline, up to and including termination. Refusal to submit to drug or alcohol testing under the parameters established above will also result in discipline, up to and including termination.

Section 9. Implementation.

The Municipal Employer will meet with the Union to discuss the procedures for drug testing, specifically vendor qualifications and RFP, specimen collection procedures, reporting and review of results, a fair and equitable random selection procedure for follow-up urinalysis testing, and protection of personnel records.

**ARTICLE XXII**

**INVESTIGATIONS**

**Section 1.** The security of the Commonwealth and its citizens as well as the security and safety of inmates depends upon the manner in which officers of the Suffolk County Sheriff's Department perform their duties. The performance of such duties involves officers in all manner of contacts and relationships with inmates, fellow employees and members of the public. Because of such contacts, relationships may arise as well as questions concerning actions of officers. Such questions may require an investigation by a person designated by the Sheriff or the Superintendent. To insure that such investigations will be conducted in a manner conducive to good order and discipline and observe the individual rights of each officer, the following rules of procedure are hereby established.

**Section 2.** No officer shall be required or requested, directly or indirectly, if under investigation for misconduct or subject of any investigation that may relate to or lead to a misconduct investigation, to submit to an interview that could lead to disciplinary action, except in accordance with the following rules:

- A. The interview of an officer shall be at a reasonable hour, preferably when the officer is on-duty, unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the officer's shift may be employed.
- B. The interview of the officer shall take place within the Suffolk County Jail, whenever possible.
- C. The officer shall be informed of the rank, name and command of the person in charge of the investigation, as well as the rank, name and command of the interviewer and the identity of all persons present during the interview.

- D. The officer shall be informed of the nature of the investigation before any interview commences and be provided with information sufficient to reasonably apprise him/her of the allegations. If the complaint is filed in writing, reduced to writing or recorded mechanically, a copy shall be furnished to the officer, if s/he so requests, upon the completion of the investigation.
- E. The interview shall be completed with reasonable dispatch. The officer shall be afforded an opportunity to have access to notes to refresh his/her recollection as to the alleged charges of misconduct and/or the incident in question.
- F. The officer shall not be subjected, during an interview, to any offensive language nor shall s/he be threatened with transfer, dismissal, reassignment or other disciplinary punishment. No promises or rewards shall be made as an inducement to answering questions.
- G. The complete interview of an officer shall be recorded mechanically or by a stenographer, and the officer shall, if formal charges are proffered against him/her, and upon his/her written request, be given an exact copy of said interview.
- H. In all other circumstances other than those described below in this paragraph, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an officer to consult with counsel or anyone else when questioned by a superior about his/her employment.
  - 1) Nevertheless, the Department shall afford an opportunity for an officer, who is the subject of the investigation, if s/he requests, to consult with Union representation before being questioned concerning a violation of the rules and regulations, provided the interview may not be postponed for more than one (1) hour.
  - 2) The representative of the Union shall, if the officer requests, be present during the interview of the officer who is under investigation for misconduct.
  - 3) If the officer is being interviewed regarding a matter that could lead to criminal action, s/he shall be allowed an opportunity to consult with counsel, provided, however, that the interview may not be postponed past 10:00 AM the following day.

- 4) If, after consultation with counsel, the officer consents to an interview, s/he shall be allowed to have counsel present during the interview.
  - 5) Any officer who is the subject of the investigation and who has worked two (2) consecutive shifts, may not be interviewed or be required to submit a report until s/he has had at least eight (8) hours of off-duty time.
- I. Subject to applicable law, the refusal by an officer to answer pertinent questions may result in disciplinary action.
  - J. If a request is made to an officer who is the subject of an investigation for a written report, the officer will be allowed a reasonable time to file the report, within the earlier of twenty-four (24) hours or by 10:00 AM of the following day. However, by mutual agreement of the officer's supervisor and the officer, the report may be submitted at a later date.

## **ARTICLE XXIII**

### **DURATION OF AGREEMENT**

Section 1. Unless otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in force to and including midnight on June 30, 2008, but in no event thereafter.

Section 2. On or after March 15, 2008, the Union or the County may notify the other of the terms and provisions it desires in a successor Agreement. Notification under this section shall be accomplished by the Union delivering a copy of its proposals to the Sheriff's Superintendent of Human Resources, or vice versa.

Signed this \_\_\_\_\_ day of February, 2006.

**FOR THE COUNTY**

Andrea J. Cabral  
Sheriff

Elizabeth A. Keeley  
Chief of Staff

Michael J. Harris  
Superintendent, Human Resources

Michelle A. Gibbons  
Labor Relations Specialist

**APPROVED AS TO FORM**

Charles J. Abate, Jr.  
Senior Legal Advisor  
Human Resources

**FOR THE UNION**

Michael W. Walsh  
President

Robert F. Tullos  
Vice-President

**BARGAINING COMMITTEE**

Patrick L. Joyce

William T. Grant

James C. Mills

Edwin J. Parris

Steven Spinale

Peter G. Messinger

Robert Picardi

Robert M. Nardone

## **SIDE LETTER**

Suffolk County, through its Sheriff, hereinafter the Municipal Employer, and Jail Officer Employee Association of Suffolk County (JOEASC), hereinafter the Union, in conjunction with their execution of a successor collective bargaining agreement, hereby agree to the following:

### **PROMOTIONS**

The Department will make up to ten (10) additional bargaining unit promotion for line officers as follows: not more than five (5) promotions on or before July 1, 2006, and not more than five (5) promotions on or before December 31, 2006.

A promotional testing process will be conducted in January and February 2006.

### **PAYROLL RECOGNITION**

In the event another Department bargaining unit receives an additional 1% base wage increase during the period of this Agreement that is funded directly by the Commonwealth of Massachusetts in recognition of the Municipal Employer's introduction of a bi-weekly payroll process and/or any related HRIS payroll functions through either the City of Boston or the Commonwealth of Massachusetts, the Union shall also be entitled to this additional compensation.

### **UNIFORMS**

In the event that the pilot uniform program established at the HOC is continued beyond the current trial period, the Union shall have the right to request the Department consider implementing a similar pilot program at the Jail.

### **PERFORMANCE EVALUATIONS**

The attached form shall be the basis for performance evaluations for bargaining unit members in the JO-1 grades and shall constitute the base model for all other bargaining unit grades. The parties acknowledge that certain modifications are necessary to finalize the form for members in the JO-2 and JO-3 grades, and that members in the RN-8 grades shall have a separate and distinct set of performance criteria.

### **RELEASE TIME**

The parties will meet for the purpose of identifying appropriate union release time needs and developing practical procedures for accommodating release time requests subject to operational needs.

**POLICY**

The Union agrees to withdraw its opposition to the Municipal Employer’s recently implemented policy S220, Code of Conduct.

**CAMERAS**

The Union agrees not to oppose the implementation of cameras in the institution.

**PERFECT ATTENDANCE**

In the event that the pilot perfect attendance program established at the HOC is continued beyond the current trial period, the Union shall have the right to request the Department consider implementing a similar pilot program at the Jail.

Signed this \_\_\_\_\_ day of February, 2006.

**FOR THE COUNTY**

**FOR THE UNION**

\_\_\_\_\_  
Andrea J. Cabral  
Sheriff

\_\_\_\_\_  
Michael W. Walsh  
President

\_\_\_\_\_  
Michael J. Harris  
Superintendent, Human Resources

\_\_\_\_\_  
Robert F. Tullos  
Vice President

## **SIDE LETTER**

Suffolk County, through its Sheriff, hereinafter the Municipal Employer, and Jail Officer Employee Association of Suffolk County (JOEASC), hereinafter the Union, in conjunction with their execution of a successor collective bargaining agreement, hereby agree to the following:

### **GRADE REVISIONS**

- a. The position of ME-4 (Chief Engineer) at the Jail is capped at Step 8, meaning that no further steps will be authorized, and it shall be abolished when the present occupant vacates said position;
- b. The grade of ME-3 as currently described is hereby abolished;
- c. The grades of ME-1 and ME-2 shall be upgraded to ME-2 (Mechanical Operator) and ME-3 [Mechanical Engineer (HOC) and Working Foreman (Jail)], respectively, and the occupants of ME-4 grades shall be advanced one step, as of July 1, 2006 in accordance with the attached worksheet;
- d. The grade of ME-1 shall be reserved for the new position of HVAC technician;
- e. Position descriptions shall be revised to reflect the new titles and responsibilities; and
- f. Despite recent technology advances, incumbents of ME positions at the Jail, as of the execution date of this agreement, will not be displaced by less-qualified new hires.

### **UNIFORMS**

The current practice on reimbursing uniform purchases for employees in the ME grades shall continue until such time as a different procedure is negotiated.

### **DRUG TESTING**

Employees in the ME grades will not be subject to drug testing until July 1, 2006.

### **FOR THE COUNTY**

Andrea J. Cabral  
Sheriff

Michael J. Harris  
Superintendent, Human Resources

### **FOR THE UNION**

Michael W. Walsh  
President, JOEASC

Peter Messinger  
Chief Engineer

ME UPGRADE WORKSHEET

Name	Prefix	Grade	Step	Comp Rate	New Grade	New step	New salary	Increase
Andrew,Robert	ME	1	3	\$ 656.39	2	3	751.96	\$ 95.57
Legrand,Robert K.	ME	1	8	\$ 777.58	2	6	856.81	\$ 79.23
Picardi,Robert M.	ME	1	8	\$ 777.58	2	6	856.81	\$ 79.23
Twomey,Paul J.	ME	1	8	\$ 777.58	2	6	856.81	\$ 79.23
Cook,John H.	ME	2	8	\$ 891.42	3	7	963.25	\$ 71.83
Joyce,John J	ME	2	8	\$ 891.42	3	7	963.25	\$ 71.83
Nardone,Robert M	ME	2	8	\$ 891.42	3	7	963.25	\$ 71.83
Difraia,Paul V	ME	4	5	\$ 1,187.73	4	6	1235.24	\$ 47.51
Messinger,Peter G.	ME	4	4	\$ 1,136.32	4	5	1187.73	\$ 51.41

**SUFFOLK COUNTY SHERIFF'S DEPARTMENT**  
**JAIL OFFICER PERFORMANCE EVALUATION**

**Employee Name:** \_\_\_\_\_

**Calendar Year:** \_\_\_\_ **Shift (circle one):** 7-3 3-11 11-7 **Other:** \_\_\_\_ **Assignment** \_\_\_\_\_

*(If you answer with either 1 or 5, further explanation is required in the comment section)*

**1. Writes detailed, factual and well-organized incident/disciplinary reports when required and within established time lines.**

Employee performance (circle one: 1 is the lowest score and 5 is the highest)                    1    2    3    4    5

Comments: \_\_\_\_\_

**2. Reports on and is alert to inmate behavior, violations of rules and regulations, and breaches of security. Takes appropriate actions.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest)                    1    2    3    4    5

Comments: \_\_\_\_\_

**3. Follows established procedures for conducting searches of inmates, housing units, packages and visitors.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest)                    1    2    3    4    5

Comments: \_\_\_\_\_

**4. Controls inmate movement and takes necessary and appropriate action to avert violent inmate behavior, suicide attempts, escapes and other crises. Maintains order and enforces rules in his/her assignment area.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest)    1    2    3    4    5

Comments: \_\_\_\_\_

**5. Follows appropriate standard communications procedures for operation of all relevant equipment (radios, computers, telephones, security panels, etc.) while performing various tasks of assignment area.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest)                    1    2    3    4    5

Comments: \_\_\_\_\_

**6. Consistently makes all rounds, head counts, security checks and fire hazard checks, and always makes appropriate log entries.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest)    1    2    3    4    5

Comments: \_\_\_\_\_

**7. During the operation of doors, traps, etc., maintains proper controls and ensures that security procedures are consistently applied.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest)                    1    2    3    4    5

Comments: \_\_\_\_\_

Employee Name: \_\_\_\_\_

**8. Reviews post orders, policies and all daily activity reports, and consistently performs all duties and responsibilities contained herein. Follows both the spirit and the letter of written and oral orders.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest) 1 2 3 4 5

Comments: \_\_\_\_\_

**9. Wears uniform consistent with policy.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest) 1 2 3 4 5

Comments: \_\_\_\_\_

**10. Maintains a professional appearance and demonstrates respectful behavior toward others (staff, visitors and inmates).**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest) 1 2 3 4 5

Comments: \_\_\_\_\_

**11. Is cooperative with other divisions of the Department (medical, social services, etc.)**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest) 1 2 3 4 5

Comments: \_\_\_\_\_

**12. Able to effectively handle inmate questions, complaints and problems in a professional manner.**

Employee performance: (circle one: 1 is the lowest score and 5 is the highest) 1 2 3 4 5

Comments: \_\_\_\_\_



EVALUATING SUPERVISOR \_\_\_\_\_ (print name here)

Supervisor Evaluation: (circle one: 1 is the lowest score and 5 is the highest) 1 2 3 4 5

SUPERVISOR SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

REVIEWING SHIFT COMMANDER \_\_\_\_\_ (print name here)

Shift Commander Evaluation: (circle one: 1 is the lowest score and 5 is the highest) 1 2 3 4 5

SHIFT COMMANDER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

REVIEWING CUSTODY COMMAND \_\_\_\_\_ (print name here)

Evaluation: (circle one: 1 is the lowest score and 10 is the highest) 1 2 3 4 5 6 7 8 9 10

CUSTODY COMMAND SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

Comments \_\_\_\_\_

**Employee Name:** \_\_\_\_\_

**Discipline Scale:**            No discipline during year of evaluation:            15 points  
   No discipline greater than a written reprimand:        10 points  
   No discipline greater than a 1 day suspension:            5 points

**Discipline score:** \_\_\_\_\_

**Attendance Scale:**            No sick days used during year of evaluation:            20 points  
   Use of 3 or less sick days during year of evaluation:        18 points  
   Use of 5 or less sick days during year of evaluation:        15 points  
   Use of 10 or less sick days during year of evaluation:        5 points  
   Use of 12 or less sick days during year of evaluation:        3 points

**Attendance score:** \_\_\_\_\_

---

**Scoring Range:**

>60	60-66	67-85	86-99	100+
Below Expectations	Needs Improvement	Meets Expectations	Notable Performance	Exceeds Expectations

**EVALUATION SCORING:**

Supervisor scoring	_____	(out of 60 points)
Evaluator scoring:	_____	(out of 5 points)
Shift Commander scoring:	_____	(out of 5 points)
Superintendent scoring:	_____	(out of 10 points)
Discipline scoring:	_____	(out of 15 points)
Attendance scoring:	_____	(out of 20 points)
<b>Total score:</b>	_____	<b>(out of 115 points)</b>

**SHERIFF'S REVIEW**

**Overall Performance Rating:**

Circle one: Below Expectations    Needs Improvement    Meets Expectations    Notable Performance    Exceeds Expectations

Comments: \_\_\_\_\_