

AGREEMENT

BETWEEN THE

**COUNTY OF CORTLAND
SHERIFF/CORRECTIONS /CIVILIAN**

AND THE

**CSEA, LOCAL 1000
AFSCME, AFL-CIO**



**Cortland County Unit 655003
Deputy Sheriff / Correction Officer / Civilian
Cortland County Local 812**

JANUARY 1, 2020 - DECEMBER 31, 2024

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PREAMBLE

Entered into by and between the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized Union by the Cortland County Deputy Sheriff/Correction Officer and Civilian Unit Number 655003, hereinafter referred to as the "CSEA" and the County of Cortland/Sheriff of Cortland County, hereinafter referred to as the "County."

In consideration of the mutual covenants contained herein the parties hereto do agree as follows:

ARTICLE 1 **RECOGNITION**

SECTION 1. The County recognizes the CSEA as the sole and exclusive bargaining representative for the purposes of establishing salaries, wages, hours, and other terms and conditions of employment, as defined in Section 201(4) of the Civil Service Law, for members of the defined bargaining unit for the duration of this Agreement.

The CSEA represents employees of the County holding either a full-time position or a regularly scheduled part-time position scheduled to work at least fifteen (15) hours per week in one title in a title reflected in the Appendix A of this Agreement. CSEA also represents all regularly scheduled part time cooks and senior cook positions. All seasonal, casual/per diem, or other irregularly scheduled employees, including student employees on school breaks, and temporary positions, as defined in Section 64 of the Civil Service Law, shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified as defined by the Civil Service Rules shall be excluded from the bargaining unit.

SECTION 2. The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, affirms that it does not assert the right to strike against the County, as defined under Section 210 of Article 14 of the Civil Service Law.

ARTICLE 2 **MANAGEMENT RIGHTS**

Except as limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it including, but not limited to, the right to determine the mission, purposes, objectives, hours, scheduling, days off, and policies of the County; to determine the facilities, methods, means, and number of personnel required to conduct County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify and reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 3
CSEA RIGHTS

SECTION 1. Bulletin Boards

The Union may maintain one (1) bulletin board in each facility where CSEA represented members are located to post notices and other communications. Each bulletin board shall be labeled solely for Union use.

The Union may post meeting notices, internal election notices, information on benefits of the Union to its members, bargaining updates, and other information that is within the realm of business of the Union. The Union agrees not to post any material that relates to public elections or is derogatory toward Cortland County, its management, employees, or elected officials. The Personnel Officer prior to posting shall approve any item that is outside the realm of business of the Union.

SECTION 2. The Unit President and Stewards shall have access to accrual records of employees within their jurisdiction with the written approval of the employee.

SECTION 3. The Executive Board of the Cortland County Deputy Sheriff Correction **and Civilian Unit 655003** of the Civil Service Employees Association shall be permitted to allocate forty-eight (48) hours with pay per calendar year among the employee members to attend official meetings of the Civil Service Employees Association. When possible, the Sheriff shall be notified in writing, with a copy to the Personnel Officer, two (2) weeks in advance of such leave. Alternate Delegates will be assigned in case of emergency. The Unit President will notify the Personnel Officer by January 15th of each year of all Officers and Union Stewards/Grievance Representatives and what areas they represent. Any changes to said list after January 15th will be sent to the Personnel Officer within five (5) working days of the change.

SECTION 4. The Officers and Agents of CSEA shall have the right to visit the employer's facilities for purposes of adjusting grievances and administering the terms and conditions of this Agreement. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of government.

SECTION 5. The County agrees to submit to the Union each month a list of any new employees hired, the activity in which they are working or will work, their home address, and the status of their employment as whether they are temporary, seasonal, federally funded, or permanent. Upon written request, the Personnel Officer will provide the CSEA President with a list of current employee data including, but not limited to, employee name, department, date of hire, part-time or full-time, job title, jurisdictional classification (competitive, non-competitive, labor), and grade level.

ARTICLE 4
DUES, DEDUCTIONS, AND COLLECTIONS

SECTION 1. Check-off of Union Dues

All employees covered by this Agreement shall authorize their membership dues to the Union by signing the authorization for payroll deduction of Union dues form provided by the Union. The County agrees to deduct authorized membership dues from the wages of all employees covered by this Agreement and

forward said dues bi-weekly to CSEA Inc., Local 1000 AFSCME, AFLCIO, 143 Washington Avenue, Albany, New York 12210.

SECTION 2. Other CSEA Authorized Deductions

The County shall deduct, from the wages of employees who authorize said deductions, premiums for all current CSEA-sponsored programs. The County further agrees to forward said deductions to CSEA Inc., Local 1000 AFSCME, AFLCIO at 143 Washington Avenue, Albany, New York 12210.

SECTION 3. Deduction Exclusivity

In addition to the above referenced deductions, the County agrees to deduct, from the wages of employees who authorize said deductions, regular subscription to the Dental, Vision and Health Insurance, a Deferred Compensation Provider Plan, a Flex Spending Plan, the New York College Savings Program, United Way, and direct deposits.

SECTION 4. Changes in Deductions

Any changes in the amount of Union dues and CSEA sponsored program fees to be deducted must be certified by the Union in writing and forwarded to the County thirty (30) days prior to implementation. Where an employee has no earnings from a paycheck from which deduction have to be made, the County shall not be responsible for collecting the dues or program fees.

SECTION 5. Indemnification

It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability, including legal fees and other reasonable and necessary expenses arising out of or resulting from any deduction from wages made in accordance with this article or in reliance upon any authorization card or list relating thereto which is furnished to the County by CSEA.

ARTICLE 5
WORKDAY/WORKWEEK

SECTION 1. Correction Employees shall work forty-hours (40) per week in accordance with a 5/2 schedule.

The workweek for all employees shall start at 12:01 a.m. Monday and end at 12:00 midnight Sunday.

Full time Civilian employees, except cooks, shall have a normal work schedule of 5/2.

The Sheriff shall have the right to establish work schedules and assign employees to shifts as necessary for the operation of the jail. In the event the Sheriff feels it is necessary to establish a work schedule that includes a rotating schedule for all shifts and positions, the parties will meet to negotiate the change prior to implementation.

Correction Division: By December 1st of each year, employees may submit a shift preference list to the Sheriff. Shift assignments will be made by mid-December to allow for contractual 14-day notice of change. Shift preferences will be considered by the Sheriff, at his/her discretion, upon request for shift

change by the employee. When the Sheriff or his/her designee directs shift changes, the shift preference list will be considered. The shift preference request shall not be subject to the grievance procedure as outlined in Article 6.

SECTION 2. All Correction Division employees shall report to work **seven (7)** minutes prior to the commencement of their assigned shifts for the purpose of receiving orders, job assignments, training, doing the “count”, and reporting to assigned work areas. This early reporting time shall be paid in accordance with Article 20, Overtime.

Except in cases of emergency or unusual circumstances, should it be necessary to change the work schedule, shift, or pass days for employee(s) of the Correction Division, **or Civilian Division**, the Sheriff or his/her designee shall give at least 14 calendar days’ notice to the employee(s) and CSEA. This notice requirement does not include the need for scheduling overtime. Changes may be made in less time if mutually agreeable between the employee(s) and the Sheriff or his/her designee.

Changes from an employee’s normal work schedule can be made for reasonable cause but shall not be made arbitrarily or capriciously.

In the event of a work schedule, shift, or pass day change, an employee shall have the opportunity to express claim of hardship in writing to the Sheriff. Such claim of hardship will be considered by the Sheriff and shall be responded to in writing with a copy to CSEA prior to the date of the planned change.

SECTION 3. The regular workday for correction staff shall start between the hours of 6:00 a.m. and 9:00 a.m., 2:00 p.m. and 5:00 p.m., or 10:00 p.m. and 1:00 a.m.

The Sheriff or his designee will assign all civilian employees work hours.

SECTION 4. Meal Periods

The paid meal period shall be thirty (30) minutes and shall be established with the work schedule. When possible, the meal period shall be scheduled at the middle of each work shift.

Those employees assigned to divisions which are not scheduled to work twenty-four (24) hours per day shall be granted a non-paid meal period during the workday that exceeds five (5) continuous hours. The meal period shall be thirty (30) minutes and shall be established with the work schedule. When possible, the meal period shall be scheduled at the middle of each shift.

SECTION 5. Rest Periods

All employees shall receive a fifteen (15) minute rest period during each four (4) hour shift. The rest period shall be granted near the middle of each four (4) hour shift whenever this is feasible.

Rest periods shall not be used to extend meal periods or to adjust the regularly scheduled work shift start and stop times.

Unused meal and rest periods shall be forfeited.

SECTION 6. Return Pay

An employee who is required to return to work to provide services after having left work shall receive a minimum of three (3) hours pay unless the time extends his/her regular workday.

SECTION 7. Light Duty Assignments

Correction Officers who are in 207C status may be assigned to a light duty assignment within the Civilian divisions of the Sheriff's Office. Light duty assignments will not be found to effect exclusivity. Light Duty assignments shall not replace permanent positions of the Civilian Unit. The parties agree to an orientation by Personnel to convey the light duty assignment.

ARTICLE 6
GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide an employee with a just, prompt, and equitable method for resolving any grievance arising under this Agreement with the County.

SECTION 2. Definitions

For the purpose of this Article, the following definitions shall apply:

- A. Grievant - CSEA or a member of this bargaining unit of CSEA
- B. Grievance - any alleged violation of the terms and conditions of employment, as defined in this Agreement, including any misinterpretation or misapplication of this Agreement or past practice as defined in Article 6, Section 7.
- C. Supervisor - the employee's immediate supervisor
- D. Department Head - the Sheriff
- E. Designee - the person appointed by the Sheriff or County to act on his/her behalf in matters pertaining to this Agreement
- F. CSEA - Cortland County Sheriff Department, Corrections and Civilian Employees Unit 655003
- G. Representative - any person authorized by the CSEA to represent the grievant in procedures hereunder
- H. Day - one (1) full working day in which the employee worked, or was scheduled to have worked, after the day the grievance was filed
- I. Class Action - CSEA may file a class action if the grievance involves more than one (1) CSEA employee.

SECTION 3. Copies of the grievance and all replies for grievances at Level I and/or Level II shall be sent by the Personnel Officer to the grievant, the Sheriff, and CSEA Unit President.

SECTION 4. Procedure for Level I

- A. Within five (5) working days of the occurrence of the alleged grievance, or within five (5) working days within which the grievant knew of the alleged grievance, the grievant, with or without CSEA representation, shall file the grievance with the Sheriff, with a copy to the Personnel Officer. In an attempt to resolve the grievance, the Sheriff will meet with the grievant, with or without CSEA representation. The resulting resolution from the meeting shall be reflected on the grievance form.
- B. If the discussion with the parties does not result in a satisfactory resolution, the grievant may, at his/her option, proceed to Level II.
- C. At the option of either the CSEA Unit President or the grievant, Level I may be bypassed and the grievance submitted directly to Level II for a class action grievance only.

SECTION 5. Procedure for Level II

- A. Within five (5) working days of receipt of the decision at Level I, the grievant may submit to the County Chairman the grievance, in writing, accompanied by copies of all prior documentation and correspondence. The Chairman, County Administrator, Personnel Officer, and Sheriff shall meet within ten (10) working days of receipt of the written grievance for the purpose of resolving the grievance.
- B. If the grievance is resolved at this meeting, the Chairman will provide a copy of the resolution in writing to the grievant, with a copy to the CSEA Unit President, County Administrator, the Sheriff, and the Personnel Officer.
- C. If the grievance is not resolved as a result of the meeting, the Chairman shall, within ten (10) working days after the meeting, deliver to the grievant, in writing, his/her decision in the matter, with a copy to the CSEA Unit President, the Sheriff, the County Administrator, and the Personnel Officer.
- D. If the decision is not satisfactory to the grievant and/or CSEA, they may proceed to Arbitration.

SECTION 6. Procedure for Arbitration

- A. Within ten (10) working days after the reply and decision of the Sheriff, County Administrator, County Chairman, and the Personnel Officer, issued by the County Administrator, either party may submit to the other party a letter of intent to file binding arbitration.
- B. The arbitrator shall be selected from a list furnished by PERB or AAA and shall be mutually agreed upon pursuant to their procedural rules.
- C. The cost of arbitration shall be shared equally by the County and CSEA.
- D. The arbitrator shall place his/her decision in writing within thirty (30) calendar days setting forth in the findings, his/her reasoning, conclusion, and award. The arbitrator shall be limited to the issue submitted to him/her and shall be without power to make a decision which is violative of the Agreement, Federal, State, or Local Laws, nor shall she/he have the power to alter, add to, or detract from this Agreement.

SECTION 7. To establish a past practice, CSEA shall demonstrate the existence of "an established past practice": the practice must be unequivocal; and the practice must have been in existence for a significant period of time; and the employees could reasonably expect the practice to continue without change.

ARTICLE 7
DISCIPLINE AND DISCHARGE

SECTION 1. A competitive-class employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for discipline and discharge matters in lieu and in place of the procedures specified in Section 75, 76, and 77 of the New York State Civil Service Law.

SECTION 2. Employees within the non-competitive class of the Sheriff's Department shall receive, after two (2) years of full-time consecutive service or the part-time bargaining unit equivalent, access to this provision.

SECTION 3.

A) Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be imposed by the County.

B) A notice of such discipline shall be made in writing and served upon the employee with a copy to the CSEA Unit President and Personnel Officer. The specific act(s) for which discipline is being imposed and the penalty(ies) shall be specified in the notice.

C) An employee against whom suspension without pay penalties have been imposed may be suspended without pay for a period not to exceed sixty (60) days.

SECTION 4. If the employee disagrees with the disciplinary action imposed, the employee and/or CSEA may submit a grievance at Level II of the Grievance Procedure as specified in Article 6 of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and CSEA and the matter will be settled in its entirety. Subject to a mutual written agreement between CSEA and the Personnel Officer, the time limit herein above specified may be extended.

SECTION 5. An employee shall have the right to be represented in disciplinary matters by a CSEA representative if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Sheriff and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties. Copies of all settlements shall be sent to the Personnel Officer and CSEA Unit President.

SECTION 6. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proven in a court of appropriate jurisdiction, constitute a crime.

**ARTICLE 8
HOLIDAYS**

SECTION 1. All **Correction and cook** employees shall be paid eight (8) hours at their straight time hourly rate for the following observed holidays in accordance with this Article and the schedule below:

Holiday	2020	2021	2022	2023	2024
New Year's Day	Wed, Jan 1	Fri, Jan 1	Sat, Jan 1	Sun, Jan 1	Mon, Jan 1
President's Day	Mon, Feb 17	Mon, Feb 15	Mon, Feb 21	Mon, Feb 20	Mon, Feb 19
Memorial Day	Mon, May 25	Mon, May 31	Mon, May 30	Mon, May 29	Mon, May 27
Independence Day	Sat, July 4	Sun, July 4	Mon, July 4	Tues, July 4	Thurs, July 4
Labor Day	Mon, Sept 7	Mon, Sept 6	Mon, Sept 5	Mon, Sept 4	Mon, Sept. 2
Thanksgiving Day	Thurs, Nov 26	Thurs, Nov 25	Thurs, Nov 24	Thurs, Nov 23	Thurs, Nov 28
Christmas Day	Fri, Dec 25	Sat, Dec 25	Sun, Dec 25	Mon, Dec 25	Wed, Dec. 25

SECTION 2. Floating Holidays

In addition to the observed holidays above, bargaining unit members shall receive six (6) floating holidays annually. New employees will receive a pro-rated share of the floating holidays.

- * During the first six (6) months of the calendar year, three (3) days will be available for use;
- * During the second six (6) months of the calendar year, three (3) days will be available for use.

In order to assure orderly performance and continuity of services provided by the Corrections Unit, each employee wishing to schedule a floating holiday should request such floating holiday in writing as far in advance as reasonably possible, but preferably at least one (1) week in advance of the requested floating holiday. Floating holidays to be used in the month of December shall be requested no later than December 1st.

Any employee required to work on his/her floating holiday(s) shall be allowed to reschedule the floating holiday(s).

Any floating holidays not taken between January 1 and December 1 or scheduled to be taken in the month of December shall be paid at the employee's regular straight time hourly rate by separate check in the first pay period in December.

A floating holiday scheduled to be taken in December, which is cancelled by the Sheriff or designee, shall be paid at the employee's regular straight time hourly rate.

Upon permanent separation from the County the time allowed for use prior to separations shall be pro-rated as follows:

- 1/1-12/31 Four (4) hours per month provided employee works at least half the work days per month
- Usage in excess of the time allowed will be adjusted in the final paycheck

Upon retirement from the County, the unused floating holidays will be paid as follows:

- 1/1-12/31 Four (4) hours per month provided the employee works at least half the work days per month
- Usage in excess of the time allowed will be adjusted in the final paycheck

SECTION 3. The Corrections Division and kitchen will be open on holidays. Correction employees and cooks shall work the holiday in accordance with the natural rotation of the Corrections Division work schedule.

- A. The 24-hour holiday period shall commence at 11:00 p.m. on the day prior to the observed holiday and end at 11:00 p.m. on the day of the observed holiday. If the shift schedule changes in the future, the 24-hour holiday period will be re-defined.
- B. In addition to holiday pay, as described in Section 1, bargaining unit members scheduled to work on an observed holiday shall be paid at their straight time hourly rate for the first eight (8) hours of work. For all hours worked in excess of eight (8) hours in the holiday period, bargaining unit members shall be paid at one and one-half (1½) times their straight time hourly rate.
- C. In addition to holiday pay, as described in Section 1, unit members who are not scheduled to work the observed holiday but are called in to work or volunteer to work shall be paid at one and one-half (1½) times their straight time hourly rate for all hours worked in the 24-hour holiday period.

SECTION 4. For an employee to be paid for a holiday, the employee must work his/her regularly scheduled work shift prior to and following the holiday.

Use of paid benefit time, other than sick time, for which prior approval has been given shall be exempt from Article 8, Section 4.

If an employee is leaving for or returning from an approved unpaid leave of absence the work shift prior to or following the holiday, the employee will be paid for the holiday.

SECTION 5. All employees shall forfeit being paid for a holiday if absence from work due to illness occurs the work shift immediately preceding or following the holiday, unless said illness is verified by a medical provider's certification, if required by the Sheriff or his/her designee.

SECTION 6. If an employee is absent from work due to illness on both the last scheduled work shift prior to the holiday and the first scheduled work shift following the holiday, s/he shall forfeit being paid for the holiday unless the absence is verified by a medical provider's statement.

Use of sick time for which prior notification has been given shall be exempt from Article 8, Section 6.

ARTICLE 8 A HOLIDAYS

Section 1 All Civilian unit employees shall be paid for the following holidays in accordance with this Article as observed by the County in the following years:

HOLIDAY	2020	2021	2022	2023	2024
New Year's Day	Wed, Jan 1	Fri, Jan 1	Mon, Jan 3	Mon, Jan 2	Mon, Jan 1
Martin Luther King's Birthday	Mon, Jan 20	Mon, Jan 18	Mon, Jan 17	Mon, Jan 16	Mon, Jan 15
President's Day	Mon, Feb 17	Mon, Feb 15	Mon, Feb 21	Mon, Feb 20	Mon, Feb 19
Memorial Day	Mon, May 25	Mon, May 31	Mon, May 30	Mon, May 29	Mon, May 27
Independence Day	Friday, July 3	Mon, July 4	Mon, July 4	Tues, July 4	Thurs, July 4
Labor Day	Mon, Sept 7	Mon, Sept 6	Mon, Sept 5	Mon, Sept 4	Mon, Sept. 2
Columbus Day	Mon, Oct 12	Mon, Oct 11	Mon, Oct 10	Mon, Oct 9	Mon, Oct 14
Veteran's Day	Wed, Nov 11	Thurs, Nov 11	Fri, Nov 11	Fri, Nov 10	Mon, Nov 11
Thanksgiving Day	Thurs, Nov 26	Thurs, Nov 25	Thurs, Nov 24	Thurs, Nov 23	Thurs, Nov 28
Friday after Thanksgiving	Friday, Nov 27	Friday, Nov 26	Friday, Nov 25	Friday, Nov 24	Friday, Nov 29
December 24	Thurs, Dec 24	Fri, Dec 24	Fri, Dec 23	Fri, Dec 22	Tues, Dec 24
Christmas Day	Fri, Dec 25	Mon, Dec 25	Mon, Dec 25	Mon, Dec 25	Wed, Dec. 25

One (1) Floating Holiday

Section 2 Employees, except Communications Center employees and cooks , who are required to work on any County-observed holiday, except the floating holiday, shall be paid their regular straight time hourly rate for all hours worked plus the holiday pay computed at their regular straight time hourly rate for the number of hours for which they are regularly scheduled to work up to a maximum of eight (s) hours. No one shall be paid holiday pay twice for the same holiday.

Section 3 All employees required to work on his/her floating holiday shall be allowed to reschedule the floating holiday.

Section 4. For an employee to be paid for a holiday, the employee must work his/her regularly scheduled work shift prior to and following the holiday.

Use of paid benefit time, other than sick time for which prior approval has been given, shall be exempt from Article 8A, Section 4.

If an employee is leaving for or returning from an approved unpaid leave of absence from work shift prior to or following the holiday, the employee will be paid for the holiday.

Section 5 Any employee shall forfeit being paid for a holiday if absence from work due to illness occurs the work shift immediately preceding or following the holiday, unless said illness is verified by a medical provider’s certification.

If the employee is absent from work due to illness on both the last scheduled work shift prior to the holiday and the first scheduled work shift following the holiday, s/he shall forfeit being paid for the holiday, unless the absence is verified by a medical provider’s statement.

Use of sick time for which prior notification has been given shall be exempt from Article 8A. Section 5.

ARTICLE 9
VACATION

SECTION 1. Except for those employees who are discharged, terminated in accordance with Civil Service Rule XIX following an absence without leave, or otherwise terminated for cause, the Sheriff shall grant vacations to the employees. Employees covered by this Agreement shall be entitled to accumulate vacation time in accordance with the following schedule. Vacation accruals may be used in one-quarter (¼) hour increments.

Years of Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
<i>At Least</i>		
1 month	0.8333	10
2 years	0.9167	11
3 years	1	12
4 years	1.0833	13
5 years	1.25	15
6 years	1.3333	16
7 years	1.4167	17
8 years	1.5	18
9 years	1.5833	19
10 years	1.75	21
15 years	2.0	24
20 or more years	2.4167	29

A new employee must start on or before the 15th of the month to receive vacation credit for the initial month of employment.

For calculating vacation credit for employees hired prior to January 1, 2002, the date the employee became or becomes full-time, which is half time or more up to and including full-time, shall be used.

For employees hired prior to January 1, 2002, any previous full-time County service, which is half-time or more up to and including full-time, will be counted towards vacation time calculation.

For calculating vacation credit for employees hired on or after January 1, 2002, the date that the employee becomes part of the bargaining unit shall be used.

For employees hired on or after January 1, 2002, only continuous full-time County service immediately preceding employment in the Sheriff’s Department will be counted towards vacation time calculation.

For the first January 1 of employment after the initial date of employment, the employee shall be credited with two years of service credit for vacation. Each January 1 thereafter, the employee shall be credited with an additional year of service.

Employees shall not accrue vacation leave for any period during which they are off the payroll for more than half the working days in a month.

SECTION 2. Maximum Vacation Accumulation

The maximum vacation time that can be accumulated by each employee at one point in time is 400 hours. Once the maximum accumulated vacation balance is on the books, no further vacation accruals shall be credited to the employee until the accumulated balance goes below the maximum.

SECTION 3. Vacation Eligibility Requirements

Employees shall start to accrue vacation beginning the date of hire; however, they shall not be eligible to use vacation accruals until after six (6) consecutive months of employment with the Sheriff's Department.

SECTION 4. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

After six (6) months of continuous service, once per calendar year, upon written request to the Sheriff at least thirty (30) days in advance, an employee may choose to be compensated at their regular straight time rate of pay for up to 50% of their vacation balance.

SECTION 5. Request for Vacation

Correction Division: In order to assure orderly performance and continuity of those municipal services provided by the employees of the Sheriff's Department, each employee wishing to schedule vacation should request in writing such vacation leave as far in advance as reasonably possible, but preferably at least one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should, as set forth in Section 6 of Article 9, actually request their vacations between January 1 and January 31st of each year for the period March 1 thru February 28 of the following year.

- A. Employees will be allowed to submit for vacation accruals not yet earned but will be available to the employee at the time vacation is taken.
- B. Vacation requests will take precedent for scheduling over other types of leave accruals because vacation time is the only accrual that the contract gives seniority preference.
- C. Requests for floating holiday and personal leave will not be approved prior to February 28 if the request is for leave that occurs after February 28. These requests will be processed after vacation leave has been scheduled.

Requests for vacation shall be granted upon approval of the Sheriff or his/her designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and

continuity of the Sheriff Department's service. Vacation requests shall not be arbitrarily or unreasonably denied.

Earned and Taken

Earned and taken time will be approved one (1) week prior to the holiday. Approvals will be seniority based and cannot cause staffing needs.

If staffing needs arise, you will be ordered back on a junior to senior basis.

The Earned and taken days shall not be subject to the grievance procedure as outlined in Article 6.

Civilian Division: In order to assure orderly performance and continuity of those municipal services provided by the employees of the Sheriff's Office, each employee wishing to schedule vacation should request in writing, such vacation leave as far in advance as reasonably possible but preferably at least one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should, as set forth in Section 6 of Article 11, actually request their vacations by January 30th of each year.

Request for vacation shall be granted upon approval of the Sheriff or his/her Designee; unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the Department's service. Vacation request shall not be arbitrarily or unreasonably denied.

SECTION 6. Scheduling Vacations

Correction Division: Vacations will be scheduled insofar as possible and practical at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of the Sheriff Department's services be maintained, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period or at the same time.

For the purposes of scheduling vacations, the Sheriff will use the following procedure:

- A. Vacation requests shall be submitted to the Sheriff in writing and will be processed as follows:
 - for those requests submitted prior to January 31st, division seniority will prevail;
 - for those requests submitted after January 31st, they shall be granted on a first-received, first-granted basis;
- B. In the event requests are received by the Sheriff at the same time after January 31st for the same vacation period, division seniority will be the determining factor of who is granted vacation.

(Division seniority shall be the last bargaining unit date of full-time hire/start in the division.)

Approval and/or denial of vacation requests shall be received by February 28 for vacations requested during the January 1-31 period. Approval and/or denial of vacation submitted after January 30th shall be received within seven (7) days after submission.

Civilian Division: Vacations will be scheduled insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the

orderly performance and continuity of the Sheriff Department's services be maintained, it may be necessary to limit the number or prohibit any employee from taking vacations during a particular period or at the same time.

For the purposes of scheduling vacations, the Sheriff will use the following procedure:

- A. Vacation requests shall be submitted to the Sheriff in writing and will be processed as follows:
- for those requests submitted prior to January 30st, seniority, as defined in Article 27, will prevail; and
 - for those requests submitted after January 30st, they shall be granted on a first-received, first-granted basis;
- B. In the event the Sheriff receives requests at the same time after January 30st for the same vacation period, seniority as defined in Article 27, will be the determining factor of who is granted vacation.

Approval and/or denial of vacation requests shall be **received by February 28th** for vacations requested prior to January 30.

Approval and/or denial of vacation **scheduled in January or February** will be received within seven (7) days after submission.

Approval and/or denial of vacation **scheduled after January 30th** shall be received within seven (7) days after submission.

SECTION 7. Vacation Cancellation

Except in the case of emergency, as determined by the Sheriff or his/her designee, no approved vacation shall be cancelled by the Sheriff, County Administrator, and the Chairman of the Legislature.

An employee who is not at the maximum vacation accumulation of 400 hours at the time vacation is scheduled to be taken and who is not able to take vacation because his/her vacation is denied or cancelled by the Sheriff or his/her designee, shall have the option of taking vacation at another time or to be compensated with straight-time pay for the vacation period denied or cancelled.

An employee who has reached the maximum vacation accumulation of 400 hours at the time vacation is scheduled to be taken and whose vacation is denied or cancelled by the Sheriff or his/her designee shall be compensated with equal straight-time pay for the vacation period denied or cancelled.

SECTION 8. Vacation Call Back

Except in the case of an emergency, as determined by the Sheriff, the County Administrator, and/or Chairman of the Legislature, or unless mandated by law, no employee shall be required to return to and appear for work during his/her scheduled vacation period once it has begun (including any holidays or other days off which constitute a part of the vacation period).

SECTION 9. Separation from Service

Any employee who resigns, retires, or is otherwise permanently separated from the service of the Sheriff's Department, except those who are discharged for cause, shall receive vacation pay for all of his/her accrued vacation upon separation from employment with the County provided that:

- A. the employee has completed six (6) months of continuous service with the Sheriff's Department;
- B. in the case of resignation or retirement, the employee gives ten (10) working days written notice to the Sheriff and the Personnel Officer; and
- C. the employee works ten (10) working days (days do not need to be consecutive but must include the last day of employment) following the day written notification is given, unless the employee has a death in his/her immediate family (as defined in Article 18 Section 1); is required to report for jury duty, as defined in Article 25; or is required to be absent from work for any other unforeseen reason that, at the discretion of the Sheriff and Personnel Officer, constitutes a valid reason for absence. (For this clause only, if a paid holiday falls within the ten (10) day notice period, it shall be considered a day worked if all other required days are worked by the employee).

At the sole discretion of the Sheriff, in consultation with the Personnel Officer, the ten (10) day requirement may be waived and the employee paid for the accrued, but unused, vacation time.

The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last workday of the employee's employment. Vacation pay upon separation is not applicable to any specific period of time and cannot be used to extend the separation date.

Accrued vacation pay for an employee who became deceased while in service will be paid in the pay period immediately following the notification of death.

For employees who permanently separate from County service prior to the end of the accrual year and are eligible for payment of accrued vacation, the County shall round up to the nearest quarter hour of accrued benefit, but never more than the maximum allowed for vacation earned at the time of separation.

ARTICLE 10 **INSURANCE**

SECTION 1. Health Insurance

The County may change the present group medical insurance plan and/or carrier provided that any new plan or carrier put into effect must be equal to or better than those prevailing at the time this Agreement was executed.

Effective 1-1-2020, all new employees hired on or after 1-1-2020 will be enrolled in the Personal Choice PPO Plan, if they wish to enroll in the County's insurance.

SECTION 2. Said plan will be provided to employees who work 20 hours or more with the County contributing 80% of the premium and the employee contributing 20% of the premium.

SECTION 3. The County Health Insurance Plan includes a three tier formulary plan for prescription drugs. Employees may obtain prescription medications through the following providers and will pay the following co-pays:

Maintenance Medications (Changes effective January 1, 2020)

- A. Employees may obtain available brand name prescription maintenance medications through the voluntary international mail order program from Cortland Meds (CanaRx Services Inc.) at \$0 co-pay. Please check available medications list at the Personnel Office or sbtmeds.com.
- B. Employees who fill prescriptions for maintenance medications through the domestic mail order program will pay one co-pay per 90-day supply:

- \$10 for generic
 - \$40 for brand name formulary
 - \$70 for non-formulary

- C. Employees who fill prescriptions for maintenance medications at a retail pharmacy will pay one co-pay per 30-day supply. Only 30 day fills will be available at the retail pharmacy.

- \$10 for generic
 - \$20 for brand name
 - \$35 for non-formulary

Upon the fourth refill at retail, employees shall pay a **penalty co-pay** at 50% of the drug cost.

Maintenance medications that are not able to be filled through the mail order program are excluded from the fourth refill penalty and may be processed as non-maintenance medications as described below.

Non-Maintenance Medications

- \$10 for generic
- \$20 for brand name formulary
- \$35 for non-formulary

Employees shall be required to fill all prescriptions with the generic brand when available. Should the employee voluntarily elect not to fill with the generic brand, the employee will be responsible for the cost between the generic and the drug selected (name brand or non-formulary) plus the co-pay for the name brand or formulary. In the event that the employee cannot take a generic drug due to a medical reason determined by the prescribing medical provider, the employee will not be required to pay the difference between the generic drug and the drug selected. The co-pay will be required for either the name brand or formulary.

Effective 1-1-2020, the co-pay for specialty drugs will be up to \$50.00 for a 30 day supply.

SECTION 4. Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees hired prior to the 16th of the month

shall become effective on the first of the following month. Coverage for new employees hired on or after the 16th of the month shall become effective on the first day of the second month following employment (e.g. date of hire of May 17 would result in coverage effective July 1).

SECTION 5. Enrollment in the health insurance plan shall take effect as described in Section 4 of Article 10 or during the open enrollment period held at six (6) month intervals.

Effective 1-1-2020, open enrollment will be once per calendar year.

SECTION 6. Dental and/or Vision Insurance

Employees shall be eligible to join the dental and/or vision insurance plan agreed upon. The coverage shall be for the employee and/or family and will be provided as follows:

- The cost of single coverage shall be shared equally by the County and the employee.
- The additional cost for family coverage shall be borne by the employee.

SECTION 7. Enrollment in the dental and/or vision insurance plan shall take effect as described in Section 4 of Article 10 or during the open enrollment period held at six (6) month intervals.

Effective 1-1-2020, open enrollment will be once per calendar year.

SECTION 8. All State and Federal mandated requirements regarding health insurance will become part of the County Health Insurance Plan.

SECTION 9. Spouses and/or dependents of an employee who becomes deceased as a result of a work-related injury or illness shall be permitted to continue to receive health insurance from the County. Provided that the death meets the criteria outlined in the Cortland County Health Insurance Program policies and the qualifying criteria for spouse and/or dependents is met, the survivors shall be responsible for the portion of the premium paid by the employee prior to his/her death and shall incur the same increase(s) in premiums as active employees.

SECTION 10. Health Insurance Coverage Upon Retirement

Employees shall be eligible to continue health insurance in to retirement provided they have met the requirements in Section 10: A, B, C, D, and E below.

- A. Completion of a minimum of ten (10*) years service (Employees hired on or after January 1, 2006 will require ten (10*) consecutive years) with Cortland County; and
- B. are employed by Cortland County at the time of retirement;
- C. are enrolled in the health plan at the time of retirement; Effective 1-1-2020, employees must be enrollment in the health insurance plan at least one year prior to the date of retirement.
- D. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System;
- E. be at least 55 years old or eligible under any voluntary optional plans approved by the County;

The payment of the monthly premium shall be as follows:

For employees hired after April 1, 1998:

	<u>Employee Share</u>	<u>County Share</u>
10 years service but less than 15 years	50%	50%
*15 years service but less than 20 years	35%	65%
20 years service or more	20%	80%

*All new employees hired on or after January 1, 2011 will be required to serve fifteen (15) years with the County before becoming eligible for retiree health insurance and will contribute thirty-five percent (35%) of the premium with the County contributing sixty-five percent (65%).

For All Retirees: Upon qualification for Medicare Part B, all retirees must enroll and provide the Medicare Part B required information to the Personnel Department.

SECTION 11. The parties agree that a final appeal process for a determination by a Third Party Administrator (TPA) not recognized by the NYS Insurance Department that requested medical services are not medically necessary, experimental or investigational is as follows:

Upon exhausting all the TPA appeals and internal reviews, employees may request a final appeal to a review committee made up of the County Legislature Chairman, County Administrator, County Personnel Director, County Attorney, and County Physician. This committee will make its determination based on medical evidence and the medical recommendation of the County Physician, a position appointed by the County Health Board.

If the self-insured product provided by the County comes under the auspices of the New York State Insurance Department, employees shall appeal under the rules of the NYS Insurance Department instead of the procedure outlined in paragraph two of this section after exhausting all internal TPA appeals.

SECTION 12. Health and Wellness Committee

It is agreed that the CSEA Sheriff Department Civilian Employees Unit shall appoint one representative to participate on the joint Health and Wellness Committee.

ARTICLE 11
RETIREMENT

SECTION 1. The County shall participate in the New York State Employees Retirement System with all the rights and benefits presently provided by the Career Retirement Plan under Section 75(i) of the Retirement and Social Security Law.

SECTION 2. In addition to the adoption of 75(i) Plan, the County Legislature shall provide the following options:

Section 41(j) (application of unused sick leave as additional service credit upon retirement).

Section 41(k) (military service credit buyback).

Section 60(d) (Death Benefit of up to three times the employee's annual rate of pay. The determination is made by the NYS Retirement System in accordance with established criteria.)

SECTION 3. The County offers 89(p) as an optional 25-year retirement for eligible employees.

SECTION 4. If the New York State Legislature enacts any additional special retirement plan(s) for Correction Officers, Cortland County and CSEA may meet to discuss such plan for its Correction Officers.

ARTICLE 12 **FAMILY AND MEDICAL LEAVE**

The County and CSEA agree to abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA).

ARTICLE 13 **SICK LEAVE**

SECTION 1. Each employee shall be permitted to accumulate up to 200 days (1,600 hours) of paid sick leave. This earned sick leave may be applied toward time off due to personal illness, FMLA qualified family sick leave, as defined in Article 15, Family Sick Leave, personal injury, other personal medical disability, and personal medical appointments. Such leave shall be reduced by the appropriate number of hours absent. Sick leave shall accumulate at the rate of eight (8) hours per month. Sick leave may be used in one-quarter (1/4) hour increments. Except as may otherwise be allowed in this Agreement, no credit for sick leave under this rule shall be allowed unless the employee has been on full pay status for more than half the working days of the calendar month.

SECTION 2. Employees hired under this Agreement shall receive eight (8) hours of sick leave for the month of hire if the employee starts on or before the 15th day of the month. Employees who start after the 15th day of a month shall not receive sick leave accrual for that month.

SECTION 3. A Corrections or Civilian employee who is employed for a full calendar year and who does not use any sick leave during that calendar year (January 1st through December 31st) shall earn an extra eight (8) hours of vacation leave.

Employees who are employed for one full calendar year and who does not use any sick leave for additional consecutive calendar years shall earn the following in addition to the extra eight (8) hours of vacation leave:

- 2 years – four (4) hours at their straight time hourly rate
- 3 years – eight (8) hours at their straight time hourly rate
- 4 years – twelve (12) hours at their straight time hourly rate
- 5 years – sixteen (16) hours at their straight time hourly rate

These additional amounts shall be paid in the last payroll in December.

SECTION 4. At the time of retirement, employees shall use the first 165 unused sick leave days as extra pension credit in accordance with the rules established by the New York State Employees Retirement

System. Employees may convert up to 35 unused sick leave days in excess of the 165 on a two-for-one basis not to exceed \$1,750 to pay for the employee's portion of retiree health insurance.

* Tier 6 employees are limited to 100 days or as provided in the Retirement Legislation for Tier 6.

SECTION 5. At the time of retirement, a current employee who is eligible to retire under 89(p) with twenty-five (25) years of service who cannot use his/her unused sick time for extra service credit (41j), may convert on a one (1) to one (1) cash equivalent to be applied to the employee's portion of the health insurance premium not to exceed the value of 600 work hours. Effective January 1, 2015, new employees may convert on a one (1) to one (1) cash equivalent to be applied to the employee's portion of health insurance premium not to exceed \$15,000 as long as at the time of retirement they have a minimum of 125 days accrued sick leave.

SECTION 6. Employees who are requesting paid sick leave, in accordance with Article 13 above, shall notify or cause notification to be made to the appropriate supervisor in their division at least one (1) hour before the time specified for the beginning of their workday or as soon as it reasonably possible. Where someone other than the employee has been requested to make the required notification, the employee will be solely responsible for that notification being made.

SECTION 7. All employees shall forfeit being paid for a holiday if absence from work due to illness occurs the work shift immediately preceding or following the holiday unless said illness is verified by a medical provider's certification, if required by the Sheriff or his/her designee.

SECTION 8. Any false representation made by the employee in connection with a claim for sick leave benefits shall be determined just cause for discipline.

SECTION 9. Any employee absent from work utilizing sick leave for three (3) consecutive scheduled workdays shall furnish a statement of need for absence from a medical provider.

SECTION 10. When an employee has used seven (7) equivalent full days, excluding five family sick days, of paid/unpaid sick leave (or other accruals because the employee doesn't have sick leave) in a calendar year which are not verified by a medical provider's office or a statement from the family member's medical provider's office during the remainder of the calendar year, the employee shall receive a counseling memorandum regarding their attendance. The employee will not be allowed to return to work without a doctor's note. Leave accruals will be utilized for all absences. Employees who do not have sick leave shall be charged personal leave, floating holiday, and vacation in that order. Subsequent absences shall be as follows with Level 1-3 subject to Article 7, Section 4 only.

- Level 1 8 days - Letter of Reprimand
- Level 2 9 days - Three (3) day suspension
- Level 3 10 days - Ten (10) day suspension
- More than ten (10) – Penalty subject to Article 7 Discipline and Discharge

SECTION 11. Sick and/or Family Sick leave may be used the last regularly scheduled workday preceding or following a holiday if a statement of need from a medical provider is furnished when requested by the Sheriff.

SECTION 12. Unless an employee is returning to work without work restrictions – approval to return to work must be granted by the County Administrator, Sheriff, and Personnel Officer.

ARTICLE 14
EMERGENCY POOL

SECTION 1. The purpose of this Article is to enable County employees to donate paid benefit time to other employees who are confronted with a personal or family emergency.

SECTION 2. An employee may donate accrued vacation, compensatory, floating holiday, personal, or sick leave hours to an Employee Emergency Pool by completing and signing a "Donation to the Emergency Pool" form available in the Personnel/Civil Service Office.

SECTION 3. The Personnel/Civil Service Officer shall keep track of the total hours available in the pool.

SECTION 4. The Committee to administer the pool shall be composed of:

- One person appointed by CSEA
- Personnel/Civil Service Officer
- One person appointed by the New York State Association of Nurses
- One person appointed by the Sheriff
- Paralegal to the County Attorney
- One Department Head
- One Legislator appointed by the Chairman of the Legislature
- One person appointed by CPAC

SECTION 5. The Committee shall develop rules for administration of the pool.

SECTION 6. In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current County employee who qualifies and makes a request for such hours based on a personal or family emergency. All decisions of the Personnel Officer shall be final and binding and will not be grievable or arbitrable.

ARTICLE 15
FAMILY SICK LEAVE

SECTION 1. An employee shall be allowed to use up to a maximum of forty (40) hours of accumulated sick leave per calendar year for absence from work necessitated by illness of the employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including stepsibling), grandparent, grandchild, parent-in-law, son/daughter-in-law, or other person who is a member of the household. The Sheriff or his/her designee may request written documentation from the employee to verify residency of other household members.

SECTION 2. Family sick leave may be used the last regularly scheduled work shift preceding or following a holiday if a statement of need from a medical provider is furnished.

SECTION 3. Any false representation made by the employee in connection with a claim for family sick leave benefits shall be determined just cause for discipline.

SECTION 4. Employees may use up to an additional thirty (30) days of sick leave for a family qualifying event which is Family Medical Leave Act qualified. The additional leave is not applicable for an intermittent FMLA request.

ARTICLE 16
PERSONAL LEAVE

SECTION 1. Each employee shall be entitled to thirty-two (32) hours of paid personal leave per calendar year. Employees who work at least half time but less than full-time will receive prorated personal time in accordance with their regularly scheduled hours per week. Personal leave may be used in one-quarter (1/4) hour increments. Notification of the use of personal leave must be submitted in writing to the Sheriff or his/her designee at least twenty-four (24) hours in advance, except in cases of emergency.

SECTION 2. During the first year of hire, personal time shall be prorated as follows:

Date of Hire	Time Earned
1/01 - 2/14	32 hours
2/15 - 3/31	28 hours
4/01 - 5/14	24 hours
5/15 - 6/30	20 hours
7/01 - 8/14	16 hours
8/15 - 9/30	12 hours
10/01 - 11/14	8 hours
11/15 - 12/31	4 hours

SECTION 3. Upon permanent separation from County service, the time allowed for use prior to separation shall be pro-rated as follows:

Date of Resignation	Total Time Allowed to be Used
1/01 - 2/14	4 hours
2/15 - 3/31	8 hours
4/01 - 5/14	12 hours
5/15 - 6/30	16 hours
7/01 - 8/14	20 hours
8/15 - 9/30	24 hours
10/01 - 11/14	28 hours
11/15 - 12/31	32 hours

SECTION 4. Personnel will calculate the amount of personal time that can be used by any employee who starts and leaves within the first calendar year of employment.

SECTION 5. Personal leave shall not accumulate from year to year. Any unused personal leave remaining on December 31st of each year shall be applied to an employee's accrued sick leave.

ARTICLE 17
EXCESSIVE ABSENTEEISM, TARDINESS, EARLY DEPARTURE,
OR ABUSE OF SICK LEAVE

SECTION 1. It is understood that excessive absenteeism, excessive tardiness, excessive early departure or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Sheriff to take corrective action.

SECTION 2. When an employee is absent without prior approval for a period of five (5) consecutive scheduled work shifts, such absence shall be deemed to constitute a resignation effective on the date of the commencement of such absence.

ARTICLE 18
BEREAVEMENT LEAVE

SECTION 1. In the event of the death of an employee's or spouse's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including stepsibling), grandparent, grandchild, or other person who is a member of the household (the Sheriff or his/her designee may request written documentation from the employee to verify residency of other household members), the employee shall be excused from work, if the employee were scheduled to work, with pay, at his/her request, for up to four (4) days. One (1) day of the four (4) may be retained for funeral, later interment and / or celebration.

SECTION 2. In the event of the death of any relative not outlined in Section 1 of this Article, the employee shall be excused from work at his/her request on the day of the funeral, provided the employee was scheduled to work on the day of the funeral, utilizing accrued personal leave, vacation leave, floating holiday, or compensatory time. For bereavement purposes under this section, bargaining unit members shall not be required to meet prior notice requirements of the utilized accrued leave.

In the event of the death of a spouse's grandparent or brother/sister-in-law, the employee may request to be excused from work at his/her request for up to two additional days, in conjunction with the funeral day, provided the employee was scheduled to work. The employee will utilize accrued personal leave, vacation leave, or floating holiday. For bereavement purposes under this paragraph, bargaining unit members shall not be required to meet prior notice requirements of the utilized accrued leave provided the Sheriff approves the request for time off. The request will not be unreasonably denied and the determination for time off will be on a case-by-case basis in order to ensure safety in the facility.

The parties agree to allow the use of up to four (4) days referenced in Section 1 within thirty (30) days of the employee's receipt of notification of a qualifying death. The requested bereavement days must be used consecutively and cannot be spread out over the 30-day period. Employees may still retain one day for interment. Where special circumstances exist which prohibits use within the 30-day period, a request may be made to the County Personnel Officer for other accommodations. The Personnel Officer shall have sole authority to grant an exception and the decision shall not be subject to the grievance and arbitration procedure.

ARTICLE 19
LEAVE OF ABSENCE

SECTION 1. The first thirty (30) calendar days of an unpaid leave of absence may be granted at the discretion of the Sheriff.

SECTION 2. A leave of absence without pay in excess of thirty (30) calendar days may be granted under Cortland County Civil Service Rule XIX when approved by the Sheriff, the Personnel Officer, and the County Administrator.

SECTION 3. A permanent employee who requests an unpaid leave of absence at the time of their child's birth or adoption shall be granted such leave for the time period requested up to a maximum of three (3) months. An extension may be granted in accordance with Section 2 of this Article provided there is a medical necessity of the child or birth mother.

SECTION 4. An employee who is granted an unpaid leave of absence shall be required to convert leave without pay into leave with pay by utilizing all applicable leave time (sick, vacation, personal, and floating holiday) to the extent that the employee's leave accrual balances allow. An employee granted a leave of absence without pay may elect to retain up to five (5) vacation days for use upon his/her return from leave.

SECTION 5. An employee on an unpaid leave of absence shall not accumulate benefit time or credits toward retirement, nor shall she/he be entitled to be paid bereavement leave, jury leave, military leave, or paid holidays.

SECTION 6. An employee on an unpaid leave of absence will continue to receive health insurance benefits, as described in Article 9, for a period not to exceed three (3) months.

SECTION 7. An employee on an unpaid leave of absence who has filed for retirement with the New York State Retirement System may continue to receive health insurance benefits prescribed by Article 10 for a period not to exceed six (6) months.

SECTION 8. An employee who is receiving Worker's Compensation will continue to pay the health insurance premium as prescribed in Article 10.

SECTION 9. An unpaid leave of absence may be terminated prior to the original expiration date upon agreement of the employee and the Sheriff.

SECTION 10. Use of an unpaid leave of absence for purposes other than those for which it was granted shall be deemed a resignation upon the date such leave commenced.

SECTION 11. An employee may not take an unpaid leave of absence to accept other employment. Acceptance of other employment while on leave without pay shall be deemed a resignation upon the date such leave commenced.

ARTICLE 20 **OVERTIME**

SECTION 1. No time shall be worked in excess of the regular work schedule unless specifically directed or authorized by the Sheriff or his/her designated representative. Any such time worked in excess of the regular workweek schedule shall be compensated for in the following manner:

- ◆ For all time worked over the basic workweek, regardless of the length of time, employees shall receive paid overtime at one-and-one-half (1 ½) times his/her regular hourly rate.
- ◆ Lieutenants and Sergeants may be assigned overtime only in the capacity of officer in charge.

Compensation shall not be paid more than once for the same hours under any provision of this Contract.

SECTION 2. Part-time employees will be paid overtime in accordance with the Fair Labor Standards Act.

SECTION 3. Corrections Division: Scheduled overtime shall be offered on a voluntary seniority basis (most to least) as defined in Article 27 in the following order:

- Full-Time Staff
- Part-Time Staff (Bargaining Unit)
- Part-Time Staff (Non-Bargaining Unit)
- Per Diem Staff

If there are no volunteers for the scheduled overtime, mandatory overtime shall be in reverse order of seniority (least to most) the following order:

- Full-Time Staff
- Part-Time Staff (Non- Bargaining Unit)
- Part-Time Staff (Bargaining Unit)

A bargaining unit member who is mandated to work a full double shift may not be mandated to work any overtime on the next day. In that event the next junior employee would be mandated. The next required mandate would go back to the most junior officer on duty.

Unscheduled or incidental overtime shall be in the same order as above from among employees on duty at the time of need.

In the case of specific need the Sheriff or designee may select from those who are qualified to fill the need.

ARTICLE 21 **OUT OF TITLE WORK**

The County and CSEA agree that any employee assigned by the Sheriff or his/her designee to assume the major duties of a higher grade position (excluding those duties that are performed by the higher grade position on an intermittent basis) for a minimum of four (4) consecutive hours in a single workday, unless the necessity of the work as identified by the Sheriff or his/her designee mandates less than a four (4) hour minimum, shall receive the salary of the higher grade level position for the period in which the employee actually assumes the duties of the higher grade level position.

ARTICLE 22 **UNIFORMS**

SECTION 1. At the signing of this Agreement, or as practicable thereafter, the Sheriff shall provide all Correction and Civilian Division employees with the uniforms as set forth below. The number of items to be issued to employees who are less than full-time shall be determined by the Sheriff.

New Corrections bargaining unit members will receive an initial uniform issue and will not be entitled to or receive an uniform/equipment allowance until they have completed twenty-four (24) months of continuous service. A new bargaining unit member will receive a uniform/equipment allowance following the completion of twenty-four (24) continuous months. An exception may be made solely at the discretion of the Sheriff.

Should the Sheriff change the style or color of the listed uniform items, the Sheriff shall provide these new uniform items to the current employees.

Should a uniform be damaged or destroyed in the line of duty, an employee may request the Sheriff replace the item or item(s). For an item to be replaced by the Sheriff, the employee must notify the supervisor in writing by the end of the shift at which the damage occurred, of how and when the damage occurred, and complete the appropriate form requesting a replacement or replacements of the damaged or destroyed item or items.

Selection of the uniform style, color, and method of payment shall be at the discretion of the Sheriff and shall not be grievable or arbitrable. However, the Sheriff and Union shall jointly agree to the place of purchase.

Correction Staff - New Hires

- 1 – pair of uniform pants
- 2 – polo shirts
- 1 – short sleeve shirt (with patches incl. rank)
- 2 – casual pants

Correction Staff: Upon completion of twenty-four months of continuous service, unless an exception has been made by the Sheriff:

- 1 - Long sleeve shirts (with patches incl. rank)
- 5 - Short sleeve shirts (with patches incl. rank)
- 4 - Pair of uniform pants
- 1 - short sleeve casual shirt (with patches incl. rank)
- 1 - casual pant
- 1 - Black leather uniform belt
- 1 - Tie
- 1 - Tie clip
- 1 - Uniform badges
- 1 - Jacket with appropriate patches
- 1 - Collar brass
- 1 - Name badges
- 1 - Pair of shoes
- 1 - Sweater
- 1 - Baseball cap (with patch)
- 1 - Stetson (with strap)
- 1 - Fitted bullet proof vest replacement of the fitted bullet proof vest will be required in accordance with the maximum life of the fitted bullet proof vest as noted by the manufacturer.

Lieutenants and Captain will receive the same as above with the exception of the following items:

- 3 - short sleeve shirts (with patches incl. rank)
- 3 - long sleeve shirts (with patches incl. rank)
- 1 - patrol cap (with badge)

SECTION 2. Transporting Prisoners

The Sheriff shall provide the following equipment to the-armed transport team.

- 1 - Fitted Serviceable Bullet-Proof vest
- 1 - Duty weapon/holster/belt
- 1 - Basket Weave Leather Belt and Holster
- 1 - Leather Pepper Spray Holder
- 1 - Leather Handcuff Case
- 4 - Leather Keepers
- 1 - Pair Handcuffs
- 1 - Magazine Pouch

The County shall provide the initial issue and department upgrades of all items to the certified transport team. The County shall provide initial issue to the 2011 transport team with the exception of Officers Traphagen, Glover, Walker, and Keelhar. The excluded officers shall be held harmless for the items purchased individually and the County shall provide a one time replacement of items purchased if unserviceable.

Care of Equipment: The cleaning and maintenance of the bulletproof vest and duty rig is the responsibility of the member. The Correction Lieutenant will inspect the bulletproof vest and duty rig annually and at the end of its useful life as described by the manufacturer for excessive wear or damage. If the vest or duty rig becomes damaged from misuse before the end of its useful life, as described by the manufacturer, the employee will replace it at his/her cost. At the end of the useful life described by the manufacturer, the bulletproof vest and duty rig shall be replaced at no cost to the employee.

SECTION 3. All eligible bargaining unit members shall receive an annual uniform/equipment allowance of \$1,000 payable by the end of January of each year. A 1099 will be issued each January.

SECTION 4. Employees who have not been employed for the full prior fiscal year or who have been on unpaid leave or who have been receiving 207-c or Workers' Compensation benefits or who is less than full-time will have the uniform replacement allotment prorated.

SECTION 5. All employees who are provided with uniforms, as set forth above, are required to wear these uniforms and report to work with them being clean and neat in appearance unless this requirement is expressly waived in writing by the Sheriff.

SECTION 6. Uniforms and equipment provided by the Sheriff shall be used by employees only in performing their official duties in the service of the Sheriff's Department. Any other use not specifically authorized by the Sheriff in writing shall be subject to disciplinary action.

SECTION 7. All originally issued items, as provided above, remain the property of the County and are only to be used in accordance with departmental work rules. Upon separation, all items, other than those worn out through normal use, must be returned (or paid for) by the employee before his/her final paycheck will be issued.

SECTION 8. Any employee who is permanently separated from employment with the Sheriff's Department within one year of appointment shall forfeit payment for accrued vacation to compensate the Sheriff for the cost of his/her uniform.

SECTION 9. Civilian employees (*Requiring uniforms for the Civilian employees will be solely at the discretion of the Sheriff and is not grievable or arbitrable).

Clerical Staff*

- 3 - Long sleeve shirts
- 3 - Short sleeve shirts
- 3 - Pair of pants
- 1 - Black belt
- 1 - Name Tag and badges embroidered
- 3 - Turtlenecks
- 1 - Pair of shoes

Full Time Sr. Cooks and Cooks – (Required type of clothing to be purchased)

Pants

Polo Shirts

Aprons

Pair of Shoes

Halftime or more - the issue/allowance is prorated

Part-time cooks shall be provided one clean apron on each workday

SECTION 10 - Equipment/Uniform Allowances

A. Clerical Personnel *(if required by the Sheriff)

These employees who are full-time* bargaining unit members shall receive an annual uniform/equipment reimbursement allowance of up to \$480.00 (effective January 1, 2015. If the County returns to using Peace Officers as Civil Duties or arms the Civil Duties, the annual uniform allowance, and list of uniform items in effect on December 31, 2014, shall be reinstated. Prorated for half time or more.

All employees hired on or after January 1, 2015, would be eligible for their first clothing reimbursement in January following completion of their probationary period.

B. Full-time Senior Cooks and Cooks

These employees who are full-time* bargaining unit members shall receive an annual uniform/equipment reimbursement allowance of up to \$350.00 upon hire, to purchase the type of clothing outlined in Section 9. Prorated for half time or more.

SECTION 11 New bargaining unit members will not be entitled to or receive a uniform /equipment allowance until they have completed twelve months of continuous service. A new bargaining unit member will receive a uniform/equipment allowance the first January or July following the completion of the twelve continuous months. Employees who have been on unpaid leave will have their uniform replacement allotment prorated.

SECTION 12 All employees who are provided with uniforms are required to wear these uniforms and report to work with them being clean and neat in appearance, unless this requirement is expressly waived in writing by the Sheriff or his/her Designee.

SECTION 13 Uniforms and equipment provided by the County shall be used by the employees only in performing their official duties in the service of the Department. Any other use not specifically authorized by the Sheriff in writing shall be subject to disciplinary action.

SECTION 14 All original issue items, as provided above, remain the property of the Sheriff and are only to be used in accordance with the departmental work rules. Upon separation, all items other than those worn out through normal use, must be returned (or paid for) by the employee before his/her final paycheck will be issued.

SECTION 15 Any employee who is permanently separated from employment with the Sheriff's office within one year of appointment shall forfeit payment for accrued vacation to compensate the County for the cost of his/her uniforms.

ARTICLE 23
MEAL ALLOWANCE

SECTION 1. The Sheriff shall provide the meal, as prepared by the Jail Kitchen, to Jail personnel who are working while the Jail Kitchen is open.

SECTION 2. Any transport or medical assignment outside the jail where meals are not provided by the Sheriff, the assigned employees will be compensated up to \$10.00 per eight (8) hour shift upon submission of properly signed receipts, provided that the transport is more than three (3) hours in duration.

ARTICLE 24
TRAVEL ALLOWANCE

In order to be reimbursed for travel and travel-related expenses, an employee must have prior approval in accordance with County policy for said travel.

SECTION 1. Transportation Expense Allowance

- A. Travel shall be conducted in the most economical mode of transportation. When public transportation including air, train, or bus will be used, it should be demonstrated that this form of transportation would be more economical in terms of money and/or time than travel by automobile. Taxes on public transportation tickets will not be reimbursed. Employees will be reimbursed the cost of public transportation incurred when supported by the proper receipt.
- B. The mileage reimbursement rate in accordance with Article 30 will be allowed for the driver of the vehicle only regardless of the number of employees traveling in the same vehicle on the same trip.

To maximize savings to the County, employees traveling to the same destination shall car pool whenever possible.

- C. Automobile repair or towing expenses for personal automobiles when used for travel on County business are not reimbursable.

- D. Tolls and parking expenses will be reimbursed at actual cost incurred by the employee when supported by proper receipt. Traffic or parking violation tickets are the responsibility of the individual charged with the violation(s) with the exception of violation(s) arising out of deficiency in automobiles owned by the County.

SECTION 2. Meal Allowance

- A. The County will pay up to a total of \$37.00 per day for meals during travel outside of Cortland County. To be eligible for full meal reimbursement, travel must have commenced prior to 7:00 a.m. and must have extended past 7:00 p.m. If the duration of the travel is less than a full day, the reimbursement maximum will be on a per-meal basis as follows:

Breakfast	-	\$ 7.00
Lunch	-	\$10.00
Dinner	-	\$20.00

To be eligible for breakfast, travel must have commenced prior to 7:00 a.m.; to be eligible for dinner, travel must have extended beyond 7:00 p.m.

- B. Meal expenses will be reimbursed at the actual cost incurred by the employee (within the limits set forth in Article 29, Section 2.A) when supported by the proper receipt. When approved, the County will pay the lesser of the actual expenses incurred to the established maximum allowance. No charges for alcohol beverages will be reimbursed.
- C. Gratuity, not to exceed 15% will be allowed in addition to the meal allowance set forth in Article 24, Section 2.A when supported by the proper receipt.
- D. Costs for meals held in conjunction with conferences that are not covered by conference fees that exceed the guidelines set forth in Article 24, Section 2.A. will be reimbursed at the actual cost when supported by the proper receipt.
- E. Employees traveling to major metropolitan areas (cities of over 200,000 as defined by the New York State Economic Development web site) shall be reimbursed up to 1.5 times the meal allowance, according to Article 24, Section 2.A., when supported by the proper receipt.

SECTION 3. Lodging Allowance

- A. Lodging accommodations shall be arranged in the most reasonable and economical manner. An itemized bill must accompany request for reimbursement.
- B. Taxes (excluding local taxes, e.g. bed, occupancy, etc.) on lodging in New York State are not reimbursable. Employees shall obtain and present the tax exemption letter.

ARTICLE 25
ATTENDANCE IN COURT AND JURY DUTY

SECTION 1. Any employee called for jury duty or who is subpoenaed by any legislative, judicial, or administrative tribunal in connection with his/her County employment shall be allowed time away from work with pay for such purposes. Upon receiving the sum paid for jury service or witness fee, the

employee shall submit the warrant, or its equivalent, to the Sheriff for transfer to the County Treasurer. An employee may, however, elect to fulfill such call or subpoena on accrued time, other than sick, and retain the full amount received for such service.

SECTION 2. An employee who has been summoned to serve as a trial or grand juror in a non work-related capacity shall provide a copy of such summons to the Sheriff for notification of absence. It shall be the responsibility of the Sheriff to forward the summons to the Personnel Office.

An employee shall receive his/her regular hourly rate of pay for times of jury duty service when the employee was scheduled to work. The employee will notify the court of the fact that he/she is receiving his/her wages for the times of service. Employees are entitled to retain mileage and meal allowances paid by the court.

An employee who is dismissed for the day or from service within the County within two (2) hours or more remaining in his/her regular scheduled workday is required to report to work.

When an employee is dismissed for the day or from service outside the County (three and one-half (3½) hours or more remaining on shift including return travel), the employee may return to work or notify master control that he/she will be utilizing leave accruals for the remainder of the day.

SECTION 3. A shift employee who is granted leave for jury duty shall have his/her shift changed to the normal day shift for the duration of the jury duty. A shift employee shall not be required to report to work in the eight hours immediately preceding reporting for jury duty.

ARTICLE 26 **MILITARY LEAVE**

Military leave shall be granted in accordance with the applicable laws.

ARTICLE 27 **SENIORITY**

Seniority shall be defined as the last date of appointment to a regular schedule within the Correction Division except where otherwise provided by this Agreement or Civil Service Law (e.g. layoff, reinstatement, veteran status, etc.).

Correction Division: Seniority for the purposes of shift preference assignment consideration, as referenced in Article 5, and vacation scheduling, as referenced in Article 9, shall be defined as the last date of appointment to a regular schedule in title (time in title) within the Correction Division.

Seniority, as referenced in Article 45 – Wages, shall be defined as time in service for placement in the wage structure only.

Civilian Division: All bargaining unit members holding a title represented by this bargaining unit on January 1, 2011 shall have all County Seniority credited to the Sheriff's Office.

ARTICLE 28
VACANCIES

SECTION 1. Competitive Class

Vacancies in the competitive class shall be filled pursuant to Civil Service Law and Rules. Transfers or reassignments will be in accordance with Rule I of the Cortland County Civil Service Rules. Notice of each competitive job vacancy for which no mandated eligible list exists and/or when the last filing date for the next examination has passed will be posted on a designated bulletin board in the Sheriff's Department for a period of not less than five (5) days. Said posting(s) shall specify the position title, salary, and required minimum qualifications.

SECTION 2. Civil Service Examination Fees

County employees taking civil service examinations for Cortland County positions shall pay only the fee assessed the County by the New York State Municipal Service Division.

SECTION 3. Non-Competitive Class

Vacancies in the non-competitive classes shall be filled as follows:

- A. Notice of each permanent vacancy shall be posted on a designated bulletin board in the Sheriff's Department for a period of not less than five (5) days. Said posting(s) shall specify the position title, salary, and required minimum qualifications. Those applications of employees received before the close of business on the fifth (5th) day will be given first consideration. Applications will continue to be accepted until the position is filled.
- B. Eligibility for appointment shall be determined by an applicant's experience and other qualifications to perform the duties of the position, as demonstrated in his/her application, selection interview, and such practical tests of ability and fitness as the Sheriff may administer. As between applicants who are current Cortland County employees with substantially equal qualifications, department seniority shall prevail.
- C. When the minimum qualifications set forth in Article 28, Section 3.B are substantially equal, seniority will prevail.

*Five days for the cooks shall be five (5) calendar days. For all other employees in the Civilian Division, five (5) days shall be five (5) work days.

SECTION 4. Copies of all job postings in accordance with Section 1 and Section 3.A of Article 28 and competitive class exam announcements shall be provided to the CSEA Unit President at the time of announcement or posting.

Civilian Division:

SECTION 5. It shall be the policy of the County to fill non-competitive class vacancies by the promotion of qualified employees whenever reasonably possible.

SECTION 6. Non-competitive class employees may request a voluntary demotion to a current vacancy. All applicants shall meet the minimum qualifications for the position/vacancy. Demotion shall mean a job in a lower salary grade. Section 3 of Article 28 will not apply to this section.

SECTION 7. Non-competitive class employees may request consideration for transfer or reassignment for a vacancy as defined below.

- A. Transfer - means the change of a permanent non-competitive class employee from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority.
- C. Reassignment - means the change of a permanent non-competitive class employee from one position to another similar position under the jurisdiction of the same appointing authority.

ARTICLE 29

LAYOFF/REDUCTION IN FORCE

SECTION 1. Layoff or Reduction in Force in the Competitive Class

- A. When layoffs or reductions in force are necessary, the layoff and recall of competitive class employees shall be governed by Civil Service Law Section 80 and Civil Service Rule XXV.
- B. After exhausting all options in Article 29 Section 1.A., competitive class employees within a division in the Sheriff's Department who were promoted from a non-competitive position and who had permanent status in the non-competitive class shall have the right to retreat in accordance with Article 29, Section 2 to the previous job title and/or direct line title in which she/he had permanent status provided she/he meets the minimum qualifications on the job description and has the ability to perform the work of that job immediately and provided the lower job title is vacant or the incumbent has less correction division seniority.

SECTION 2. Layoff/Reduction in Force in the Non-Competitive Class

When layoffs or reductions in force are necessary, employees in a non-competitive class within the correction division of the Sheriff's Department will be laid off and recalled in the manner outlined below.

- A. Layoffs within each title will be conducted in the following order:
 - i. non bargaining unit employees; then
 - ii. part-time employees, who are probationary, then
 - iii. part-time employees who are permanent; then
 - iv. full-time employees who are probationary.
- B. If further layoffs are necessary after employees defined in Article 29, Section 2.A are laid off then permanent employees within a job title in the correction division of the Sheriff's Department shall be laid off in accordance with the correction division seniority. The employee being laid off shall have the right to displace the junior employee in the same or lower labor grade within the division who has the least seniority provided the employee involved meets the minimum qualifications on the job description and has the ability to perform the work of that job immediately.

- C. The recall of employees shall be in the inverse order of layoff per Article 29, Section 2.
- D. Division seniority will be the last date appointed or hired in the Correction Division or the Civilian Division.
- E. Veterans Status in the Non-Competitive and Labor Class For Purposes of Layoff: Non-Competitive and Labor Class employees who meet the criteria of being a non-disabled war veteran, as defined by Section 85 of the Civil Service Law, who are permanent and past probation shall have their seniority date back-dated by thirty (30) months. Non-Competitive and Labor Class employees who meet the criteria of being a disabled war veteran, as defined by Section 85 of the Civil Service Law, who are permanent and past probation shall have their seniority date back-dated by sixty (60) months.

ARTICLE 30
MILEAGE

Employees required to use personal motor vehicles for official County business shall be reimbursed at the rate prescribed by the Internal Revenue Service.

ARTICLE 31
LABOR/MANAGEMENT COMMITTEE

SECTION 1. Meetings between the Sheriff or his/her designee, the Personnel Officer, up to three (3) representatives of Management, up to three (3) representatives of CSEA, and the Labor Relations Specialist shall be held for the purpose of providing communication and discussion for attempted resolution of employment situations between employees and management.

SECTION 2. Upon agreement between Management and CSEA, additional representatives may be invited to Labor/Management meetings when their attendance would be beneficial to the situation or topic of discussion at a meeting.

SECTION 3. The first Labor/Management meeting will be held within thirty days after the execution of the Agreement and at three month intervals thereafter.

SECTION 4. Positive results of the Labor/Management meetings will be made effective by an amendment of the applicable rules and regulations and/or personnel manuals or other administrative directive.

ARTICLE 32
PERSONNEL FILES

SECTION 1. Personnel Files

The County shall keep a central personnel file in the Personnel/Civil Service Office. Supervisors may keep working files, but material not maintained in the personnel file may not provide the basis for discipline against an employee.

SECTION 2. Inspection

Upon written request, an employee may inspect his/her personnel file subject to the following:

- A. Inspection shall occur during non-working hours, including meal and rest periods, at a time and in a manner mutually acceptable to the employee and the County. Upon request, an employee may have a representative present during such inspection.
- B. Copies of materials in an employee's personnel file shall be provided to the employee upon request. The employee shall bear the cost of duplication.
- C. Pre-employment information (e.g. reference checks and responses, medical information, or information provided the County with the specific request that it remain confidential) shall not be subject to inspection or copying.

SECTION 3. Notification

Employees will be notified when any disciplinary written warning or counseling memo is placed in their personnel file.

SECTION 4. Employee Response

If an employee wishes to respond in writing to an item placed in his/her personnel file in accordance with Section 3 of Article 32, she/he must do so within ten (10) working days of receipt of notification provided in Article 32, Section 3.

ARTICLE 33 MEDICAL EXAMINATIONS

SECTION 1. Should the Sheriff require an employee to have a medical examination, the County will be responsible for the expense of that examination as well as any medical expenses directly related to said examination. Further diagnosis and treatment will be borne by the employee.

SECTION 2. The Sheriff shall designate the time and place of the examination.

ARTICLE 34 WORKERS' COMPENSATION

SECTION 1. The County shall provide Workers' Compensation Insurance in compliance with the New York State Workers' Compensation Law. Leave accruals shall be earned while the employee is utilizing leave credits during the mandatory waiting period and/or the period of Board determination in instances of controversial cases. Upon receipt of monetary Workers' Compensation award and no longer on the County payroll, the employee shall not accrue leave credits.

SECTION 2. An employee may elect to use sick leave, personal or annual leave during the mandatory waiting period and/or the period of Board determination in instances of controversial cases. Individuals are required to indicate their intentions, in writing, at the time she/he is claiming to be paid leave, file all required paperwork, and assigns their workers' compensation entitled to the County. There will be no

changes made once the employee has chosen an elective. The employee may not utilize sick, personal, or annual leave while receiving payment from a Workers' Compensation claim.

Where an employee is awarded Workers' Compensation, the County shall credit the employee's utilized leave accruals:

- a. equal to the settlement amount divided by the employee's hourly rate at the time of the Workers' Compensation claim; and
- b. upon reimbursement to the County by the Workers' Compensation Board.

ARTICLE 35
EDUCATION AND TRAINING BENEFITS

SECTION 1. The Sheriff is committed to the principles of continuing education.

- A. After an employee has completed two (2) years of continuous permanent employment with the County, the employee will be eligible for educational benefits. The County will reimburse 100% of the Four-year State University of New York rate for tuition, unless the actual tuition is less, incurred by the employee. A course must be completed with a "C" grade or better for the employee to receive reimbursement. Said course(s), which shall not exceed one (1) per semester, must be approved in advance of registration by Sheriff and the appropriate Legislative Committee Chairman.
- B. Courses conducted by certified educational institutions shall be considered job-related for the purpose of this Article if they are expected to improve an employee's capability to perform his/her present regular work assignment. Basic skills such as "English" to improve writing skills or "General Math" to improve business math or arithmetic will be accepted when work related.

Courses conducted by certified educational institutions shall be considered as job advancement courses if they are directly related to reasonable preparation for advancement to an attainable job title currently within County employment.

- C. Employees taking job advancement course(s) must file the application for such course(s), approved by the Sheriff, with the Personnel Department. The Personnel Department will obtain the approval of the appropriate Legislative Committee Chairman and will place the employee's name on a job advancement course list according to the date the application is received in the Personnel Department.

The Legislature reserves the right to limit, yearly, the number of employees allowed to take courses under this Section. If more employees apply for job-advancement courses than the limit set by the Legislature, lot will decide the recipients of the benefit.

Employees who are not chosen in the lottery may not appeal according to Article 35, Section 1.E.

- D. An employee denied the opportunity to attend a certified educational institution for the purpose of taking courses, as defined in Article 35, Section 1.A and/or 1.B, at the expense of the County shall be provided a denial in writing from the Sheriff.

- E. Upon notification of denial, as set forth in Section 1.D of Article 35, the employee shall have the opportunity to appeal the decision to the Tuition Review Committee by writing to the chairman of the Tuition Review Committee. The Tuition Review Committee shall consist of two individuals appointed by the Chairman of the Legislature, two individuals appointed by CSEA, and one (1) mutually agreed upon neutral third party member who will serve as committee chairman. The Tuition Review Committee shall schedule a meeting within seven (7) working days of receipt of the appeal from the employee. The Committee's review shall include an opportunity for the employee and the Sheriff and/or the Legislative Committee Chairman to address the Committee and explain the rationale. The Committee shall vote to maintain the denial or overturn the decision and approve the course(s). The Committee's decision shall be rendered in writing to the employee and the Sheriff. The Committee's decision shall be final and binding and will not be grievable or arbitrable.
- F. An employee who resigns from County employment, excluding for reasons of disability, death, or an event beyond the control of the employee, and has received tuition reimbursement shall be required to refund the County according to the following schedule:

<u># of Months Since Course Completion</u>	<u>% Refund Due the County</u>
0 - 12	100
13 - 24	50
25 - 36	25

In the event an employee fails to make such refund by the resignation date, the employee shall forfeit payment of accrued vacation and compensatory time not to exceed monies owed. Any remaining balance shall be deducted from the employee's final paycheck.

SECTION 2. The Sheriff is committed to providing training as deemed necessary and shall schedule required and In-Service training.

If an employee resigns within three years of completing the academy or within three (3) years of transfer, excluding for reasons of disability, death, or an event beyond the control of the employee, accrued vacation shall be deducted in accordance with the following schedule:

<u>Service time after completing academy training</u>	<u>Days of refund due County</u>
6 mos. – 1 year	7 days
1 yr. 1 mo. – 2 years	6 days
2 yrs. 1 mo. – 3 years	5 days

In the event the employee does not have sufficient accrued vacation to refund the County, compensatory time earned, floating holiday time, and pay for days worked will be utilized to fulfill the refund obligation. The remaining balance exceeding accrued vacation amount shall be deducted from the employee's final paycheck.

ARTICLE 36
OUTSIDE EMPLOYMENT

SECTION 1. Any employee of the Sheriff's Department covered by this Agreement may work for any other employer outside the employee's regular hours of duty provided that the employee completes a notice of secondary employment to be filed with the Sheriff seven (7) calendar days prior to starting the secondary employment. The work shall not interfere or conflict with the employee's regular duties as an employee of the Sheriff's Department or availability for emergency duty and does not impair or affect the ability of the employee to perform such duties effectively. No employee of the department may use any Sheriff's Department issued equipment, uniform, or other property thereof while employed in any capacity outside the Cortland County Sheriff's Department without prior written approval of the Sheriff.

SECTION 2. Prior to accepting or engaging in such outside employment, the employee shall notify the Sheriff of his/her intent in writing. The Sheriff shall issue approval/disapproval in writing within a reasonable period of time, but no longer than seven (7) workdays from the employee's request for approval. The Sheriff's decision shall be subject to discussion at Labor Management but is not grievable or arbitrable.

SECTION 3. Any statutory prohibitions regarding secondary employment shall be applicable. Employment in a capacity as a law enforcement officer shall require prior written approval of the Sheriff.

ARTICLE 37
DOMICILE

Failure to comply with Local Law 2 for 2005 regarding residency in Cortland or contiguous counties shall subject employees to disciplinary action up to and including termination.

ARTICLE 38
EQUAL OPPORTUNITY DECLARATION

The County and CSEA affirm a full commitment to equal opportunity and will not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation, marital status, or any other basis prohibited by law.

ARTICLE 39
BENEFITS FOR PART-TIME EMPLOYEES

SECTION 1. Bargaining unit members who are hired to work 15 or more hours but less than 20 hours per week shall receive all negotiated benefits of this Agreement with the exception of Sick Leave, Vacation Leave, Personal Leave, Holidays, and Uniform Allowance.

SECTION 2. Bargaining unit members who are hired to work 20 or more hours but less than full-time hours will receive a pro-rated portion of benefits for Sick Leave, Holidays, Vacation Leave, Personal Leave, Uniform Allowance, and Bereavement Leave.

ARTICLE 40
REALLOCATION

SECTION 1. Reallocations will be in accordance with Civil Service Law and Cortland County Civil Service Rules.

SECTION 2. The CSEA Unit President shall be notified in writing of any proposed reallocations. The County shall meet and discuss said reallocations with appropriate representatives of the Union.

SECTION 3. Decisions made by the County Legislature concerning the reallocation of positions shall be final and binding and shall not be grievable or arbitrable.

ARTICLE 41
SAFETY

In order to have a safe place to work, the County agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the County, State, and Federal laws.

ARTICLE 42
BENEFITS UNDER SECTION 207C OF THE GENERAL MUNICIPAL LAW

SECTION 1. The County and CSEA agree to abide by the provisions and regulations of Section 207(c) of the General Municipal Law and Cortland County Local Law 3 of 1986. While receiving 207(c) benefits, employees shall not receive benefits (e.g. holidays, vacation, personal leave, sick leave, funeral leave, etc.). Uniform allowance shall be prorated for the period receiving 207(c) benefits. If an employee had health insurance coverage according to Article 10, they shall be allowed to continue health insurance benefits in accordance with the provisions of Article 10.

SECTION 2. Any other payroll deductions authorized by the employee shall continue unless otherwise directed in writing by the employee.

ARTICLE 43
EMERGENCY CLOSING

Emergency Closing:

Civilian Division: In the event the work location is closed due to an emergency declared by the Sheriff or his/her designee, employees who are scheduled to work shall have no loss in salary, wages, or other benefits.

ARTICLE 44
OFFICE WEAPON UPON RETIREMENT

Upon the retirement of a member in good standing who has been a member of the transport team for at least five (5) years immediately preceding retirement, the department-issued weapon will become the property of the bargaining unit member. It will also be a requirement that the bargaining unit member possess a valid NYS pistol permit.

ARTICLE 45
COMPLETE/DURATION OF AGREEMENT

SECTION 1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment to this Agreement.

SECTION 2. This Agreement shall become effective on January 1, 2020 and shall remain in full force and effect through the close of business on December 31, 2024. This Agreement shall be implemented in the normal course of County business.

SECTION 3. This Agreement shall be subject to all Federal, State, and Local laws and should any provision of the Agreement be declared unlawful by any court of competent jurisdiction, only said portion of the Agreement will be declared null and void and the remainder of the Agreement shall remain in full force and effect.

The parties agree that they shall meet for the purpose of renegotiating the portion(s) of the Agreement that is declared null and void.

ARTICLE 46
WAGES

SECTION 1. Wages

Salary increases for January 1, 2020 through December 31, 2024 shall be applied to Appendix A, **A1**, B, **B1** as listed below. Steps shall be two year steps with 4% between steps unless specified otherwise in Appendix A, **A1**, B, **B1**.

January 1, 2020	1.00%
January 1, 2021	2.00%
January 1, 2022	2.00%
January 1, 2023	2.00%
January 1, 2024	2.00%

SECTION 2. New employees with appropriate experience may be hired at Step 2 or Step 3 for the appropriate title at the discretion of the Personnel Officer. The Personnel Officer shall meet with the Unit President and the Sheriff to discuss step placement. Employees will be credited with the appropriate years of seniority, not to exceed three (3) years, for wage purposes only.

Transfers shall be paid based on their experience (years of full-time service) up until five (5) years of service, any transfers with more than five (5) years of experience may be paid at the appropriate step level of service beyond five (5) years rate at the discretion of the Department Head, Personnel Officer, and CSEA Unit President but will be given no less than five (5) years of service credit.

SECTION 3. Employees shall move from Step 1 to Step 2 in the pay period immediately following passing probation, except for employees who are hired under Section 2 of this Article.

Employees not at Step 10 for the grade shall move to the next step upon the completion of requisite years of service on their anniversary date. No employee may exceed the job rate of the grade.

SECTION 4. Promotions

- A. A promotion means movement to a higher salary grade position.
- B. An employee who is promoted shall be moved to the salary appropriate to their years of service. No one shall exceed the top of the range for the new grade.

SECTION 5. Demotions

- A. A demotion means movement to a lower salary grade position either voluntarily or as a result of disciplinary action.
- B. An employee who is demoted shall be moved to the salary appropriate to their years of service with the County.

SECTION 6. Employees shall be paid on a bi-weekly basis on Fridays, unless prohibited by holiday or emergency.

ARTICLE 47
AGREEMENT DISTRIBUTION

SECTION 1. This Agreement shall be printed by the County for distribution to all employees.

SECTION 2. New employees shall be given a copy of this Agreement during the employee's orientation conducted within five (5) working days from the original effective date of employment.

SECTION 3. The County and CSEA agree that the costs of printing and distributing this Agreement shall be shared equally.

IN ACCORDANCE WITH SECTION 204A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THE IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

For the County

For the CSEA

**Kevin Whitney,
Chairman**

**Richard McCormack,
Labor Relations Specialist**

Annette Barber, Personnel Officer

Kris Kellhar, Unit President

Mark Helms, Sheriff

Tyler Burhans Unit Vice President

Laurie Gosse, Deputy Personnel Director

Angela Cavanagh, Unit Secretary/Treasurer

George Wagner, Legislator

Dated: _____

APPENDIX A
GRADE AND TITLE

- ◆ Correction Officer
- ◆ Correction Corporal
- ◆ Correction Sergeant
- ◆ Correction Lieutenant
- ◆ Correction Captain

Grade 1 Officer	Grade 2 Sergeant	Grade 3 Lieutenant	Grade 4 Captain
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APPENDIX A1
2020

Grade	Titles (s)
1	Record Clerk
	Keyboard Specialist
2	Cook
3	Senior Account Clerk
4	Senior Cook

APPENDIX B
SALARY STEP SCHEDULE
CORRECTIONS

Salary Step Schedule										
2020 Hourly Rate Schedule										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Probation	Year 2	Year 3/4	Year 5/6	Year 7/8	Year 9/10	Year 11/12	Year 13/14	Year 15/17	Year 19/20
1	20.7911	23.2860	26.0803	27.1235	28.2085	29.3368	30.5103	31.7307	32.9999	34.3199
2		26.7191	29.9254	31.1224	32.3673	33.6620	35.0085	36.4088	37.8652	39.3798
3		28.8269	32.2861	33.5776	34.9207	36.3175	37.7702	39.2810	40.8522	42.4863
4		30.4359	34.0882	35.4518	36.8698	38.3446	39.8784	41.4735	43.1325	44.8578

Salary Step Schedule										
2021 Hourly Rate Schedule										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Probation	Year 2	Year 3/4	Year 5/6	Year 7/8	Year 9/10	Year 11/12	Year 13/14	Year 15/17	Year 19/20
1	21.2069	23.7517	26.6019	27.6660	28.7727	29.9236	31.1205	32.3653	33.6599	35.0063
2		27.2535	30.5239	31.7449	33.0147	34.3353	35.7087	37.1370	38.6225	40.1674
3		29.4034	32.9318	34.2491	35.6191	37.0438	38.5256	40.0666	41.6693	43.3361
4		31.0446	34.7700	36.1608	37.6072	39.1115	40.6760	42.3030	43.9951	45.7549

Salary Step Schedule										
2022 Hourly Rate Schedule										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Probation	Year 2	Year 3/4	Year 5/6	Year 7/8	Year 9/10	Year 11/12	Year 13/14	Year 15/17	Year 19/20
1	21.6310	24.2268	27.1340	28.2193	29.3481	30.5220	31.7429	33.0126	34.3331	35.7065
2		27.7986	31.1344	32.3798	33.6750	35.0220	36.4228	37.8798	39.3949	40.9707
3		29.9915	33.5905	34.9341	36.3315	37.7847	39.2961	40.8680	42.5027	44.2028
4		31.6655	35.4654	36.8840	38.3594	39.8938	41.4895	43.1491	44.8750	46.6700

APPENDIX B (Cont'd)
SALARY STEP SCHEDULE
CORRECTIONS

Salary Step Schedule										
2023 Hourly Rate Schedule										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Probation	Year 2	Year 3/4	Year 5/6	Year 7/8	Year 9/10	Year 11/12	Year 13/14	Year 15/17	Year 19/20
1	22.0637	24.7113	27.6767	28.7837	29.9351	31.1325	32.3778	33.6729	35.0198	36.4206
2		28.3545	31.7571	33.0274	34.3485	35.7224	37.1513	38.6374	40.1828	41.7902
3		30.5913	34.2623	35.6328	37.0581	38.5404	40.0820	41.6853	43.3527	45.0868
4		32.2988	36.1747	37.6217	39.1266	40.6916	42.3193	44.0121	45.7725	47.6034

Salary Step Schedule										
2024 Hourly Rate Schedule										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Probation	Year 2	Year 3/4	Year 5/6	Year 7/8	Year 9/10	Year 11/12	Year 13/14	Year 15/17	Year 19/20
1	22.5049	25.2055	28.2302	29.3594	30.5338	31.7551	33.0253	34.3463	35.7202	37.1490
2		28.9216	32.3922	33.6879	35.0354	36.4369	37.8943	39.4101	40.9865	42.6260
3		31.2032	34.9475	36.3454	37.7993	39.3112	40.8837	42.5190	44.2198	45.9886
4		32.9448	36.8982	38.3741	39.9091	41.5055	43.1657	44.8923	46.6880	48.5555

APPENDIX B-1
SALARY STEP SCHEDULE
CIVILIAN

2019 Hourly Rate Schedule									
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	15.2902	15.9017	16.5379	17.1994	17.8874	18.6029	19.3470	20.1208	20.3221
2	16.2424	16.8921	17.5678	18.2706	19.0014	19.7614	20.5519	21.3740	21.5877
3	16.4604	17.1188	17.8035	18.5156	19.2562	20.0264	20.8274	21.6604	22.5268
4	20.5974	21.4213	22.2781	23.1693	24.0960	25.0598	26.0622	27.1048	27.3758

2020 Hourly Rate Schedule									
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	15.4431	16.0607	16.7033	17.3714	18.0663	18.7889	19.5405	20.3220	20.5253
2	16.4048	17.0610	17.7435	18.4533	19.1914	19.9590	20.7574	21.5877	21.8036
3	16.6250	17.2900	17.9815	18.7008	19.4488	20.2267	21.0357	21.8770	22.7521
4	20.8034	21.6355	22.5009	23.4010	24.3370	25.3104	26.3228	27.3758	27.6496

2021 Hourly Rate Schedule									
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	15.7520	16.3819	17.0373	17.7188	18.4276	19.1647	19.9313	20.7284	20.9358
2	16.7329	17.4022	18.0983	18.8224	19.5752	20.3582	21.1726	22.0195	22.2396
3	16.9575	17.6358	18.3412	19.0748	19.8377	20.6312	21.4564	22.3145	23.2071
4	21.2194	22.0682	22.9509	23.8690	24.8237	25.8166	26.8493	27.9234	28.2025

APPENDIX B-1 (Cont'd)
SALARY STEP SCHEDULE
CIVILIAN

2022 Hourly Rate Schedule									
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	16.0670	16.7096	17.3781	18.0732	18.7962	19.5480	20.3299	21.1430	21.3545
2	17.0676	17.7503	18.4603	19.1988	19.9667	20.7654	21.5960	22.4599	22.6844
3	17.2967	17.9885	18.7080	19.4563	20.2345	21.0438	21.8855	22.7608	23.6713
4	21.6438	22.5096	23.4099	24.3464	25.3202	26.3329	27.3863	28.4818	28.7666

2023 Hourly Rate Schedule									
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	16.3883	17.0438	17.7257	18.4347	19.1721	19.9390	20.7365	21.5659	21.7816
2	17.4089	18.1053	18.8295	19.5828	20.3661	21.1807	22.0279	22.9091	23.1381
3	17.6426	18.3483	19.0821	19.8454	20.6392	21.4647	22.3232	23.2161	24.1447
4	22.0767	22.9598	23.8781	24.8333	25.8266	26.8596	27.9340	29.0515	29.3419

2024 Hourly Rate Schedule									
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	16.7161	17.3846	18.0802	18.8034	19.5555	20.3377	21.1512	21.9972	22.2173
2	17.7571	18.4674	19.2061	19.9745	20.7734	21.6043	22.4685	23.3673	23.6009
3	17.9954	18.7152	19.4638	20.2423	21.0520	21.8940	22.7697	23.6804	24.6276
4	22.5182	23.4190	24.3557	25.3300	26.3431	27.3968	28.4927	29.6325	29.9288

APPENDIX C
MANDATORY SUBSTANCE ABUSE TESTING POLICY

This policy is based upon the County's practice and policy prohibiting the use of or being under the influence of alcohol and/or drugs while working.

The Cortland County will assist employees who have a drug or alcohol dependency to recover from such addiction provided the employee seeks and accepts assistance. However, the County may take appropriate formal disciplinary action, in accordance with this policy. It is important to emphasize that employees with drug and /or alcohol problems, who wish to avail themselves of rehabilitative services under the health insurance or any other rehabilitation program, should pursue help before they are determined to be in violation of the County's Drug-Free Workplace Policy.

All employees within the unit will be subject to random drug and alcohol testing. In addition, the County shall have the authority to compel a drug or alcohol test under reasonable suspicion.

SECTION 1. Prohibited Alcohol and Controlled Substance-Related Conduct

The following alcohol and controlled substance-related activities are prohibited:

- Reporting for duty or remaining on duty to perform safety sensitive functions while having an alcohol concentration of 0.02 or greater.
- Being on duty while in the possession of alcohol or a controlled substance for which the employee does not have a prescription.
- Using alcohol or a controlled substance for which the employee does not have a prescription while on duty.
- Refusing to submit to an alcohol or controlled substance test required by random, reasonable suspicion or follow-up testing requirements.
- Reporting for duty or remaining on duty when the employee uses any controlled substance or labeled restricted prescription medication will notify the Sheriff or Personnel Officer for approval to work. Upon approval the employee may keep this medication in his/her locker for use during their tour of duty. The approval to work shall not be unduly withheld and shall not be made arbitrarily or capriciously.

SECTION 2. Types of Testing

The following are types of tests required to be performed:

- Post Accident Testing (Reasonable Suspicion Only)*
- Random Testing
- Reasonable Suspicion Testing
- Return-to-Duty Testing

- Follow-up testing

Controlled substances tests will follow split sample procedures. Under this provision, an employee whose urine has tested positive for a controlled substance has the option (within 72 hours of being notified by the MRO) of having the other portion of the split sample tested at another laboratory. If the second portion of the sample also tests positive, then the employee is subject to sanctions contained in the regulations. If the second portion produces a negative result, or for any reason the second portion is not available, the test is considered negative and no sanctions are imposed.

SECTION 3. Reasonable Suspicion Alcohol and Controlled Substances Testing

An employee must submit to an alcohol or controlled substance test when the employer has reasonable suspicion to believe the employee has violated the alcohol or controlled substances prohibitions.

*Reasonable Suspicion - Belief that the employee has violated the alcohol and controlled substances prohibitions based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employee. This includes post accident reasonable suspicion testing within two (2) hours of the accident when actually operating a County vehicle.

Supervisor Training - The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or County official who is trained in accordance with the following requirements:

- A. Employers must ensure persons designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or controlled substances testing receive: at least thirty (30) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use.
- B. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and the use of controlled substances.
- C. The training shall be a total of ninety (90) minutes.

Alcohol - Alcohol testing is authorized only if the observations are made during, just before, or just after the period of the workday the employee is required to be in compliance.

If a reasonable suspicion alcohol test is not administered within two (2) hours following the observation, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight (8) hours, the employer shall cease attempts to administer the test and shall prepare and maintain the record listed above.

Only one supervisor is required to make the observations necessary to require the controlled substance or alcohol test. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test, in order to preserve protection for the employees.

Records - A written record shall be made of the observations leading to an alcohol and/or controlled substances test, and signed by the supervisor who made the observations.

NOTE: The mere possession of alcohol does not constitute a need for reasonable suspicion testing, which must be based on observations concerning the employee's appearance, behavior, speech, or body odor.

SECTION 4. Random Alcohol Testing

Random alcohol testing shall be conducted in accordance with the following requirements:

- Random alcohol testing shall be administered at a minimum annual rate of 25 percent (25%) of the average number of employee positions.
- The employer shall ensure that random alcohol tests are unannounced and spread reasonably throughout the calendar year.
- The employer shall ensure that employees selected for random alcohol tests proceed immediately to the testing site upon notification of being selected.
- In the event an employee selected for a random alcohol test is on vacation or an extended medical absence, the employer may select another employee for testing as selected by the MRO.

SECTION 5. Random Controlled Substances Testing

Random controlled substances testing shall be conducted in accordance with the following requirements:

- Employer must use a scientifically valid method, such as a random number table that is matched with the employee's social security number.
- Random controlled substances testing shall be administered at a minimum annual rate of 25 percent (25%) of the average number of employee positions.
- The employer shall ensure that random controlled substances tests are unannounced and spread reasonably throughout the calendar year.
- The employer shall ensure that employees selected for random controlled substances tests proceed immediately to the testing site upon notification of being selected.

SECTION 6. Refusal to be Tested

Refusal to submit (to an alcohol or controlled substance test) - An employee:

1. fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing;
2. fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or
3. engages in conduct that clearly obstructs the testing process

An employee who refuses to take either a controlled substance or alcohol test will be subject to disciplinary action up to and including termination.

SECTION 7. Return-to-Duty Testing

The County shall ensure that before an employee returns to duty after engaging in prohibited conduct regarding alcohol or substance abuse, the employee shall undergo a return-to-duty alcohol or substance abuse test indicating a breath alcohol concentration of less than 0.02 and no presence of a controlled substance.

In the event a return-to-duty test is required, the employee must also be evaluated by a substance abuse professional (SAP) and participate in any assistance program prescribed.

SECTION 8. Follow-up Testing

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or of controlled substances, the County shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the substance abuse professional.

The employee shall be subject to a minimum of six follow-up controlled substance and/or alcohol tests in the first six months.

SECTION 9. Alcohol Testing Procedure

Employees will be subject to evidential breath test (EBT).

PREPARATION FOR BREATH ALCOHOL TESTING

- A. A supervisor will instruct the employee to report to a specified location for a breathalyzer test. At this location, the employee will meet a breath alcohol technician (BAT), who will be doing the testing and who will show the employee to a room where the test will be conducted. This room will afford the employee visual and aural privacy. The BAT will explain how the test is conducted, ask the employee to provide some positive identification, and upon the employee's request, the BAT shall supply his/her positive identification.
- B. The BAT shall complete step 1 on the Breath Alcohol Testing Form. The employee shall then complete step 2 on the form, signing the certification. Refusal by the employee to sign this certification shall be regarded as a refusal to take the test.
- C. An individually sealed mouthpiece shall be opened in the presence of the employee and placed on EBT. The employee shall be instructed to blow into the mouthpiece until the EBT indicates an adequate amount of breath has been obtained.
- D. The employee shall be shown the results on the recorder of the EBT. The results alone with blank air samples will be printed in triplicate, one copy for the employee. If the result of this test is 0.019 or less, no further testing is to be done and no record of testing retained in personnel file. However, if the result is 0.02 or greater, the BAT must conduct a confirmation test.

Procedure for Confirmation Test

- A. The BAT shall instruct the employee not to eat, drink, put any substance in his or her mouth, and to the extent possible, not eruct (belch) during the waiting period before the confirmation test. This time period begins with the completion of the screening test, and shall not be less than fifteen (15) minutes. This confirmation test shall be conducted within twenty (20) minutes of the completion of the screening test. The BAT shall explain to the employee the reason for this procedure (to prevent any accumulation of mouth alcohol), and the fact it is for the employee's benefit.
- B. The confirmation test is much the same as the screening test. This is the final test. If an employee shows a 0.02 or greater, the BAT will notify the supervisor in a confidential manner of the results. All test results will be kept confidential.

SECTION 10. Drug Testing Procedure

- 1. All employees will be subject to drug testing.
 - A. The employee will be notified by the supervisor and the employee will be instructed to go to a specified location for a drug test.
 - B. Once at the collection site, the employee will be given a sealed specimen bottle or a sealed collection container and provided a room that will afford the employee visual and aural privacy for him/her to provide a urine sample for a drug testing.
 - C. Once a sample is collected, the employee is to return the sample to the collector immediately. The sample will be checked for temperature and it will be recorded on the official form. The specimen will be split into bottle A and bottle B. The official form and the two specimen bottles will be sent to a laboratory for testing.
- 2. The laboratory shall report as negative to the Personnel Officer all specimens that are negative on the initial test and no record of testing retained in personnel file. Only specimens confirmed positive shall be reported positive for a specific drug.
 - A. The laboratory has five (5) working days after receipt of the specimen to report the results of the tests to the Medical Review Officer.
 - B. The Medical Review Officer shall review confirmed positive results, making sure all steps have been taken to assure an accurate test.
 - C. Prior to making a final decision to verify a positive test result for an employee, the Medical Review Officer shall contact the employee directly, on a confidential basis, to determine if he/she wishes to discuss the test results. A medically licensed or certified staff person under the Medical Review Officer's supervision may gather information from the employee. The Medical Review Officer shall talk directly with the employee before verifying a test as positive.
 - D. If, after making all reasonable efforts and documenting them, the Medical Review Officer is unable to reach the employee directly, he/she shall contact a designated management official who shall direct the employee to contact the Medical Review Officer as soon as

possible. The management official shall employ procedures that ensure this notice is held in confidence.

3. The Medical Review Officer may verify a test as positive without having communicated directly with the employee about the test in two circumstances.
 - A. The employee expressly declines the opportunity to discuss the test.
 - B. The designed employer representative has successfully made and documented a contact with the employee and instructed the employee to contact the Medical Review Officer and more than five (5) days have passed since the date the employee was successfully contacted.
4. If a test is verified positive under the circumstances specified in paragraph 3 (A) and (B) of this section, the employee may present, to the Medical Review Officer, information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the Medical Review Officer. The Medical Review Officer, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the Medical Review Officer concludes that there is a legitimate explanation, the Medical Review Officer declares the test to be negative.
 - A. If a test is verified positive by the Medical Review Officer, the employee has seventy-two (72) hours after the Medical Review Officer successfully made and documented a contact with the employee, to ask specimen B or split specimen to be tested. The Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen to another DHHS certified laboratory for analysis. If the analysis fails to reaffirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing, or untestable, the Medical Review Officer shall cancel the test and report cancellation, and the reasons for it to the employer, and the employee.
 - B. If a test is verified positive under the circumstances specified in paragraph 4 and 4 (A) of this document, the employee will be notified by the Medical Review Officer.

All drug and alcohol testing shall be done on County time. All County employees will be transported, by the County, to and from the test site. The County shall also transport employees who have 0.02 or greater level for alcohol, to their place of residence.

SECTION 11. Evaluation and Discipline

1. An employee testing positive for drugs or alcohol will be suspended for a minimum of thirty (30) days, and the case will be reviewed for discharge. However, after review, it may be decided that the employee be given the chance to come back to work after rehabilitation.
 - A. The employee will need an evaluation by a substance abuse professional that shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse or controlled substance use.

- B. An employee who has followed all rehabilitative programs prescribed by the substance abuse professional but after thirty (30) days is not released by the County's substance abuse professional to return to work without restrictions, may be considered by the County for employment to do other tasks until released by the substance abuse professional.
 - C. Before an employee returns to duty, doing a safety sensitive function, after verified positive test for drugs or an alcohol level of 0.02 or greater, the employee shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02, if the conduct involved alcohol, or a controlled substance test with a verified negative result, if the conduct involved a controlled substance. In addition, each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, shall be evaluated by a substance abuse professional to determine that the employee has properly followed all rehabilitation programs prescribed by the evaluator.
 - D. An employee shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer, following the employee's return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional and consist of at least six (6) tests in the first six (6) months after the return to duty. If the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substance is necessary for that particular employee, the substance abuse professional may require testing for up to eighteen (18) months.
 - E. All evaluations shall be done for Cortland County by a substance abuse professional under contract with the employer. Rehabilitation and follow-up testing shall be paid for by the employee.
2. Any employee, who is found to have a positive drug test or an alcohol test greater than 0.02 within four (4) years of a previous suspension for alcohol or drug abuse, shall be terminated.

CORTLAND COUNTY PERSONAL PROPERTY REPORT

Directions:

Employee: Complete Section 1 and give to your supervisor by the end of the shift

Supervisor: Complete Section 2 and then forward this report to the Sheriff within two working days of receipt.

Sheriff: Forward to the Personnel Office

Section 1:

Sheriff's Department Division:	Name of Employee(s) Completing this Report:
Employee Who is Property Owner:	Employee Hire Date:
Home Address of Property Owner:	Home Telephone Number of Property Owner:
Date of Incident: ____/____/____	Time of Incident: ____ (a.m.) ____ (p.m.)
Location of Incident:	
Description of Damaged Property:	

STATEMENT: Describe who, what, when, where, why, and how:	

Were there other witnesses? () Yes () No	Use reverse side if more room is needed for witnesses.
Witness Name:	Witness Telephone Number:
Witness Name:	Witness Telephone Number:
Signature of individual completing this section:	Date:

Section 2:

Supervisor's Review and Comments:	

Property inspected or received Yes () No ()	
Supervisors' Signature:	Date:
Sheriff's Signature:	Date:
Date Incident Reported:	Date Report Completed: