

Agreement
by and between the
COUNTY OF CORTLAND

And

COUNTY POLICE
ASSOCIATION OF
CORTLAND COUNTY

January 1, 2012 –
December 31, 2016

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Preamble

This agreement entered into by the County of Cortland and the Cortland County Sheriff (hereinafter referred to as the Employer) and County Police Association of Cortland (CPAC) (hereinafter referred to as the Union) has as its purpose the promotion of harmonious labor relations between the Employer and Union the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment

ARTICLE 1 **LANGUAGE CONSTRUCTION**

Section 1. Whenever the context so requires, the use of the words in the Agreement in the singular shall be construed to include plural words, and words in the plural shall be construed to include singular.

Section 2. Any reference to a bargaining unit member of the male gender (e.g. he, his, or him) is equally applicable to a bargaining unit member of the female gender unless the context would require otherwise. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not intended to be discriminatory by reason of sex.

ARTICLE 2 **RECOGNITION**

Section 1. The County recognizes the County Police Association of Cortland, Inc (CPAC – hereinafter referred to as the Union) as the sole and exclusive representative for full-time employees and employees regularly scheduled to work at least twenty (20) hours per week in the following titles: County Police Officers (Deputy Sheriff), County Police Captains (Deputy Sheriff), County Police Lieutenants (Deputy Sheriff), and County Police Sergeants (Deputy Sheriff).

Section 2. The Union affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.

Section 3. Further, the County agrees to deduct from the wages of employees who authorize said deductions for the following purposes: regular subscription to the Dental/Health/Vision Insurance, AFLAC, Payroll Savings Plan, the Cortland County Federal Credit Union, a Deferred Compensation plan, a Flex Spending plan, the New York College Savings Program, United Way, disability insurance through AFLAC and First Unum Life Insurance Company, life insurance, long-term care insurance, and direct deposits. Additions may be made by mutual agreement between the County and the Union.

Section 4. The Union agrees that the County shall not be liable to any employee of the County for any deductions made pursuant to this section and agrees to save and hold the County harmless against any claim whatsoever arising out of the deduction and transmittal of the Agency Shop Fee to the Union, and further, to save and hold the County harmless against any

claim by the Union or employees for inadvertently failing to deduct or omitting to take said deductions from employees.

Section 5. As a condition of employment, membership dues or an amount equal to membership dues or contributions toward the administration of this Agreement, pursuant to Section 201 of the Civil Service Law, shall be deducted from the wages of any employees covered by the bargaining unit. This deduction shall commence within thirty (30) days after the first day of employment.

ARTICLE 3 **AGENCY FEE**

As a condition of employment, an amount equal to the Association Dues or the contribution toward the administration of this Agreement, pursuant to Section 201 of the Civil Service Law, shall be deducted from the wages of each bargaining unit member covered by the Association. This deduction shall commence within thirty (30) days after the commencement of employment.

Indemnification. The Union shall indemnify the County and any department of the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County or any department of the County for the purpose of complying with the provisions of this article.

ARTICLE 4 **DUES DEDUCTION**

Upon receipt of a signed authorization from a CPAC member, the regular monthly dues of the Union shall be deducted from such member's pay. Annually, the president of the Union will notify the County Treasurer of the amount of dues to be deducted. Deductions shall be made on each payday of the month and shall be remitted promptly to the Union treasurer.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the County possesses the sole right and authority to operate and direct the employees of the Union in all aspects, including, but not limited to, all rights and authority exercised by the County prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b. To plan, direct, control, and determine the operations or services to be conducted by employees of the Sheriff's Department;
- c. To determine the methods, means, number of personnel needed to carry out the department's mission;
- d. To direct the work force;
- e. To hire and assign or to transfer employees within the Sheriff's Department or other police related functions;
- f. To promote, suspend, discipline, or discharge for just cause;

- g. To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- h. To make, publish, and enforce rules and regulations;
- i. To introduce new or improved methods, equipment, or facilities;
- j. To contract for goods and services;
- k. To take any and all actions as may be necessary to carry out the mission of the county and the Sheriff's Department in situations in civil emergency as may be declared by the Chairman of the Legislature, the Sheriff, or the Undersheriff provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

Section 2. The Sheriff has the sole authority to determine the purpose and mission of the Sheriff's Department and the Cortland County Legislature has the sole authority to determine the amount of the budget to be adopted thereto.

Section 3. If in the sole discretion of the Sheriff, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Sheriff during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Sheriff shall advise the President of the Union of the nature of the emergency.

Section 4. To establish a past practice, CPAC 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 6

RECIPROCAL RIGHTS

Section 1. The County and the Union 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.

Section 2. The County will not interfere with, restrain or coerce the employee because of membership or lawful activity in the Union.

Section 3. The County recognizes the right of the employees to designate one representative of the Union to appear on their behalf to discuss terms and conditions of this contract. The employee representatives shall not exceed one employee per shift. This is not to be construed to restrain the Sheriff from the department's day-to-day operation including direction to the employee.

Section 4. The employee may use the designated employee representative for each shift or any representative of the union.

Section 5. The employee and employee representative shall be permitted to attend grievance hearings, Arbitration and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall obtain prior written permission from the Sheriff for them to leave their jobs.

Section 6. The Personnel Officer shall be notified in writing 48 hours in advance of the name of the employee and the employee representative who will be attending Arbitration or PERB hearings.

Section 7. Any representative of the Union who is not employed by Cortland County shall notify the 911 Center on arrival of his/her presence and the reason for said visit.

Section 8. The Union shall have the right to post notices and communications on the bulletin board located in the Road Patrol Room and/or in the employees' individual mailboxes. The Union agrees, however, that any item to be posted, which is outside the realm of the business of the Union shall be approved by the Sheriff in advance.

Section 9. The Union will advise the Personnel Officer in writing of all its officers and representatives and of any changes, within five (5) working days of any and all changes.

ARTICLE 7 **COMPENSATION**

Section 1. Employees shall be compensated in accordance with Appendix A.

The term "certified" refers to completion of the Basic Course for Police Officers as defined by the New York State Municipal Police Training Council.

Effective January 1st, 2009 step pay increases shall be effective on the anniversary date of hire for the employee.

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

Section 2. Work Week. The normal work week for bargaining unit employees is a 40 hour week. As a condition of employment, an employee automatically accepts the work week as designated by the Sheriff.

Section 3. Computation of Overtime . For all time paid to a bargaining unit member over eight (8) hours in any calendar day or over forty (40) hours in a week, time and one-half shall be paid, figured on the person's regular rate of pay. Overtime will be compensated for only once in any pay period.

Section 4. Travel Time. Travel time will be paid in accordance with the Fair Labor Standards Act.

Section 5. Rehiring and Reinstatement. Any person re-hired within one year from the date of resignation in the same title from which he/she resigned shall be hired at the same point in the salary schedule as if the employee had not resigned.

Any employee on an approved unpaid leave of absence reinstated in the same title within one year from the date the unpaid leave of absence began will be reinstated to the same point in the salary schedule as if the employee had not taken a leave of absence.

Section 6. Reinstatement of Fringe Benefits. Employees who are reinstated or transfer back within 90 calendar days following separation shall have benefits reinstated as follows:

- a. Article 28, Uniforms and Equipment will not apply. The employee will be re-issued the uniforms and equipment he/she had at the time of permanent separation;
- b. Sick leave will be reinstated at the balance on the books at the time of permanent separation;
- c. Personal leave will be pro-rated in accordance with Article 20;
- d. Insurance premiums will be paid at the percentage the employee was paying at the time of permanent separation.

Section 7. Promotion. Whenever an employee of the bargaining unit is given an appointment to a title allocated to be a higher grade, the rate of compensation shall be at the same step as in the previous title.

Section 8. Voluntary Demotion. Voluntary demotions will be handled in accordance with Cortland County Civil Service Rule XX.

Section 9. Vacancies. 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 promotional competitive job vacancy for which no mandated eligible list exists or a bank of approved examination applications is not available, will be posted on a designated bulletin board in the department for a period of not less than five (5) calendar days. Said posting(s) shall specify the position title, salary, and required minimum qualifications.

A copy of the Civil Service Rules for Cortland County is available in the Sheriff's office.

Section 10. Payday. Employees shall be paid on a bi-weekly basis on Fridays, unless prohibited by holiday or emergency.

Section 11. Mileage. Employees required to use personal motor vehicles for official County business shall be reimbursed at the current rate prescribed by the Internal Revenue Service.

ARTICLE 8
ON-CALL

Section 1. The County Police Sergeant, Lieutenant, or Captain assigned to investigative duties who are assigned on call, or any officer assigned on call by the Sheriff or his/her designee will be compensated as follows:

- A. \$* On call period

- B. \$**
 - Memorial Day, Independence Day and Labor Day
 - Thanksgiving, Christmas, New Year Day, President's Day
- * 2012 55.00
- 2013 60.00

2014 65.00
2015 70.00
2016 75.00

** 2012 70.00
2013 75.00
2014 80.00
2015 85.00
2016 90.00

Section 2. On call rates will be paid only once in each 24 hour period.

ARTICLE 9
CALL IN PAY

An employee who is required to return to work outside his/her normal work shift will receive three (3) hours of pay at one and one-half times his/her regular rate of pay, unless the employee actually works more than three hours, in which case the employee will be paid for all hours worked at one and one-half times his/her regular rate of pay.

ARTICLE 10
JURY DUTY

Section 1. An employee who has been summoned to serve as a trial or grand juror shall provide a copy of such summons to the Sheriff or his/her designee for notification of absence. It shall be the responsibility of the Sheriff to forward the summons to the Personnel Office.

Section 2. An employee shall receive his/her regular hourly rate of pay for times of jury service when the employee was scheduled to work.

Section 3. The employee will notify the court of the fact that he/she is receiving his/her wages for the time of service.

Section 4. Employees are entitled to retain mileage and meal allowances paid by the court.

Section 5. An employee who is dismissed for the day or from service with two (2) hours or more remaining in his/her regular scheduled day is required to report to work.

ARTICLE 11
TIME CARDS

The Sheriff reserves the right to institute a different time recording system, including but not limited to, time cards, time clocks, and/or an electronic system.

ARTICLE 12
TRAVEL ALLOWANCE

In order to be reimbursed for travel and travel-related expenses, an employee must have prior approval in accordance with County/Sheriff 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 IRS reimbursement rate and 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 towing expenses for personal automobiles when use for travel on County business are reimbursable if the employee does not have personal towing expense insurance or AAA.
- 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 \$32.00 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	-	\$15.00

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 12, 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 12, 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 12, 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 12, 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 13
HOLIDAYS

Section 1. All bargaining unit employees shall be paid for the following holidays in accordance with this Article:

Holiday	Day observed by County in 2012	Day observed by County in 2013	Day observed by County in 2014	Day observed by County in 2015	Day observed by County in 2016
New Year's Day	Sunday, January 1	Tuesday, January 1	Wednesday, January 1	Thursday, January 1	Friday, January 1
President's Day	Monday, February 20	Monday, February 18	Monday, February 17	Monday, February 16	Monday, February 15
Memorial Day	Monday, May 28	Monday, May 27	Monday, May 26	Monday, May 25	Monday, May 30
Independence Day	Wednesday, July 4	Thursday, July 4	Friday, July 4	Saturday, July 4	Monday, July 4
Labor Day	Monday, September 3	Monday, September 2	Monday, September 1	Monday, September 7	Monday, September 5
Thanksgiving Day	Thursday, November 22	Thursday, November 28	Thursday, November 27	Thursday, November 26	Thursday, November 24
Christmas Day	Tuesday, December 25	Wednesday, December 25	Thursday, December 25	Friday, December 25	Sunday, December 25

In the event that one of the seven (7) named holidays set forth above is scheduled to be observed by the County on the employee's regularly scheduled day off (pass days off), the employee, at his/her option may take either the day before or the day after his/her regularly scheduled days off (pass days off) as a day off. (For example: Christmas Day observed by the County, Sunday December 25, 2011 and that employees regular days off (pass days off) are Saturday and Sunday, that employee has the option to request to take Friday or Monday, but not both, as a day off). The employee shall be paid as if she/he had worked on the day taken if granted that day off. An employee opting to use the named holiday as a day off is required to receive approval from the Sheriff or his designee, which request shall be submitted at least seven (7) calendar days in advance of the day the employee is requesting to take as a day off.

In the event the Sheriff or his designee grants the employee's request to take the named holiday as a day off, that day off shall be in lieu of receiving payment (holiday pay) at his/her regular rate of pay. In the event the Sheriff or his designee denies the employee's request, the employee shall be paid for the holiday at his/her daily rate of pay in the next pay period.

Six (6) Floating Holidays. New employees will receive a pro-rated share of the floating holidays.

Floating holidays will be taken as follows:

- During the first six (6) months of the calendar year, three (3) days will be available;
- During the second six (6) months of the calendar year, three (3) additional days will be available for use, plus any unused days from the prior six (6) months of the calendar year.

Floating holidays not used in a calendar year will be paid in the last pay period in November of each year at the employee's regular straight rate of pay.

In order to assure orderly performance and continuity of services provided by the Sheriff's Department, each employee wishing to schedule a floating holiday should request such floating holiday in writing as far in advance as reasonably possible; preferably at least one (1) week in advance of the requested floating holiday but at least twenty-four (24) hours in advance of the requested floating holiday.

Upon permanent separation from County employment, unused floating holidays will not be paid.

Section 2. Road Patrol will be open on holidays.

Section 3. Employees shall work the holiday in accordance with the natural rotation of the work schedule, unless assigned the day off by the Sheriff or his/her designee. A full-time employee who works on a holiday shall be paid for the holiday at his/her regular daily rate and, in addition to his/her daily rate, shall be paid overtime at one and one-half (1 ½) times his/her regular hourly rate for all hours worked on the holiday.

ARTICLE 14
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 its 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.

Cumulative Years of Full-Time Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
At Least		
1 month*	.8333	10
2 years	.9167	11
3 years	1.0000	12
4 years	1.0833	13
5 years	1.1667	14
6 years	1.2500	15
7 years	1.3333	16
8 years	1.4167	17
9 years	1.5000	18
10 years	1.5833	19
11 years	1.6667	20
15 years	1.7500	21
20 or more years	2.0833	25

*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, the date the employee becomes full-time, which is more than half-time and up to and including full-time, will be the date that vacation time is calculated by. Any previous full-time County service will be counted towards vacation time.

For the first January 1 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.

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, unless the Sheriff has refused vacation usage.

Section 3. Vacation Eligibility Requirements Employees shall start to accrue vacation in accordance with Section 1* of Article 14; 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. The County will pay the employee within thirty (30) days of the request.

Employees shall be paid for their vacation of one week or more in advance on the pay day before the vacation commences as long as a written request is made to the Sheriff thirty (30) days in advance. The County will pay the employee within thirty (30) days of the request.

Section 5. Request for Vacation. 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 the next Section, actually request their vacations by January 31st of each year.

Requests for vacation shall be granted upon approval of the Sheriff, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the Sheriff's Department's service. Vacation requests shall not arbitrarily or unreasonably be denied.

Section 6. Scheduling Vacations. 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's 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 following procedure will be used by the Sheriff:

- ◆ 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;
- ◆ 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 whom is granted vacation.
- ◆ (Division seniority shall be the last date of full-time hire/start in the division.)

Section 7 .Vacation Cancellation. Except in the case of emergency as determined by the Sheriff, no approved vacation shall be cancelled by the Sheriff.

An employee who is not able to take vacation because he/she is required by the Sheriff to work his/her vacation shall be compensated with equal pay for the vacation period.

Section 8. Vacation Call Back. Except in the case of an emergency as determined by the Sheriff, 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 permanent separation from employment with the County provided that:

1. the employee has completed six (6) months of continuous service with the Sheriff's Department;
2. in the case of resignation or retirement, the employee gives ten (10) working days written notice to the Sheriff and the Personnel Officer; and
3. the employee works ten (10) working days (days do not have 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 21 Section 1); is required to report for jury duty as defined in Article 10; 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 work day 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 termination date.

Accrued vacation pay for an employee who deceases while in service will be paid to his/her estate.

ARTICLE 15

HEALTH INSURANCE

Section 1. 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.

Section 2. Said plan will be provided as follows:

- ◆ For employees hired prior to January 1, 1990, the County shall pay 90% the premium per month per employee;
- ◆ For employees hired on or after January 1, 1990, the County shall pay 80% of the premium per month per employee

Section 3. The County Health Insurance Plan includes a three (3) tier formulary plan for prescription drugs. Each employee will contribute a \$5.00 co-pay for generic prescriptions, a

\$10.00 co-pay for brand-name prescriptions, and a \$25.00 co-pay for non-formulary prescriptions. Employees may utilize the multi-month mail-order maintenance program and pay one co-pay per three-month supply. Prescriptions for maintenance drugs filled at retail will cost one co-pay for each one-month supply.

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.

Employees may participate in an Alternative Prescription Drug Program established by the county through Strategic Benefit Trust which provides for lower cost maintenance prescription drugs through mail order.

Effective September 1, 2013, the prescription drug coverage shall be as follows:

Prescription co-pays will increase from \$5.00/\$10.00/\$25.00 to \$5.00/\$15.00/\$30.00 and fourth refill at retail penalty.

Employees may obtain prescription medications through the following providers and will pay the following co-pays:

Maintenance medications

A. Employees may obtain available brand name prescription maintenance medications through the voluntary international mail order program from SBTMeds (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:

- \$5 for generic
- \$15 for brand name formulary
- \$30 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.

- \$5 for generic
- \$15 for brand name
- \$30 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

\$5 for generic

\$15 for brand name formulary

\$30 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.

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 15 or during the open enrollment period held at six (6) month intervals.

Section 6. Dental and/or Vision Insurance. Employees shall be eligible to join the County 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 15 or during the open enrollment period held at six (6) month intervals.

Section 8. Prescription oral contraceptives are part of the Health Insurance Plan.

Section 9. Health Insurance coverage upon retirement:

Employees shall be entitled to continue health insurance into retirement provided they have met the requirements in Section 10: A, B, C, D

- A. Are employed by Cortland County at the time of retirement
- B. Are enrolled in the health plan at the time of retirement
- C. Provide the employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System (including those disabled under 207-c)

- D. Completion of a minimum of ten (10) years service (Employees hired after ratification will require ten (10)* consecutive years) with Cortland County (this requirement is waived for those employees eligible to retirement as a result of 207-c disability)

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.

Upon retirement, the County shall provide the same health (individual or family) insurance provided to active employees, with its contribution to the retiree premium cost being ninety percent (90%) of the premium at the time of retirement, if the employee was hired prior to January 1, 1990. For those employees hired after January 1, 1990 the premium cost paid by the County will be eighty percent (80%).

Upon retirement the employee shall be entitled to dental and vision insurance with the full premium paid by the employee.

SECTION 10. The parties acknowledge and understand the New York State statues require health insurance companies to provide certain coverage and benefits. These mandates and the administrative rules adopted to implement them require that coverage for specific illnesses and conditions are included in health insurance plan, it is also understood that such mandates are changed from time to time. Under the current health insurance arrangement between the parties with RMSCO acting as the health insurance claims administrator for Cortland County's health insurance plan, Cortland County hereby agrees that any State/Federal mandated benefit or requirement regarding health insurance applies to the health insurance plan provided by the County. The State/Federal mandated benefits and coverage are to be included as a part of the plan without need for negotiation.

The parties agree that a final appeal process of a determination by RMSCO, the County's health insurance claims administrator, that requested medical services are not medically necessary, experimental or investigational is needed to replace the appeal to the State Insurance Department which existed prior to selecting RMSCO as the administrator. It is understood that this final appeal can only be taken if all other appeal and internal reviews have been exhausted within RMSCO.

Upon exhausting all RMSCO appeals ad internal reviews, employees may request a final internal 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, plan document, and the medical recommendation of ProPeer Resources. The parties agree that the review committee will accept ProPeer Resources' recommendation with regard to medically necessary, experimental or investigational. Effective September 1, 2013, the committee will make its determination based on the recommendation of the County Physician; a position appointed by the County Health Board.

Should the committee make an Internal Adverse Benefit Determination or Internal Adverse Determination (as defined in the Cortland County Health Plan amendment VII) a final external review (as prescribed by the Patient Protection and Affordable Care Act, Public Law 111-148,) will be assigned to an Independent Review Organization (IRO).

ARTICLE 16
BENEFITS UNDER SECTION 207 (C) OF THE GENERAL MUNICIPAL LAW

Section. 1. The County and the Union agree to abide by the provisions and regulations of Section 207(c) of the General Municipal Law and Cortland County's 207(c) Law. While on 207(c), employees shall not receive benefits (e.g. holidays, vacation, personal leave, sick leave, funeral leave, clothing allowance, etc.). If an employee had health insurance coverage according to Article 15, they shall be allowed to continue health insurance benefits.

Section 2. Any other payroll deductions, except deferred compensation, authorized by the employee shall continue unless otherwise directed in writing by the employee.

The County and the Union will negotiate a 207(c) policy, which is acceptable to both parties.

ARTICLE 17
FAMILY AND MEDICAL LEAVE

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

ARTICLE 18
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, personal injury, other personal medical disability, and personal medical appointments. Such leave shall be reduced by the time absent. Sick leave shall accumulate at the rate of eight (8) per month. Sick leave may be used in one-quarter (1/4) hour increments.

Section 2. Employees hired under this Agreement shall receive eight (8) four 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. An 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 accrue an extra eight (8) hours of vacation leave.

Section 4.

- A. 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* to pay for the employee's portion of health insurance for up to one year, not to exceed \$1,500.
- B. At the time of retirement an employee who is eligible to retire with twenty (20) years of service, who cannot use his/her unused sick time for extra credit (41j), may convert

on a three (3) to one (1) cash equivalent to be applied to the employee's portion of the health insurance premium not to exceed \$7,500.

- * Tier 6 employees are limited to 100 days or as provided in the retirement legislation for Tier 6.

Section 5. Employees are required to call in to the Sheriff or his/her designated representative, within one hour of the start of their regularly scheduled work shift when utilizing sick leave, if no prior notification has been given.

Section 6. When continuous sick leave is more than three (3) days, the Department Head may require a statement from the employee's medical provider certifying that the employee is under the physician's care and the period of disability.

Section 7. All employees shall forfeit being paid for a holiday if absent from work on sick leave or family sick leave the scheduled work day immediately preceding or following a holiday, unless said absence is verified by a medical provider's certification, if required by the Sheriff or his/her designee..

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

Section 9. Approved Family Medical Leaves (FMLAs) are excluded from Section 7 of this article.

ARTICLE 19

FAMILY SICK LEAVE

An employee shall be allowed to use 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 step sibling), grandparent, grandchild, parent-in-law, or other person who is a member of the household. The Sheriff may request written documentation from the employee to verify residency of other household members.

Each employee may use Family Sick Leave up to an additional thirty (30) days of sick leave for a family event which is Family Medical Leave Act qualified. The additional sick leave can not be used for an intermittent FMLA.

ARTICLE 20
PERSONAL LEAVE

Section 1. Each employee shall be entitled thirty-two (32) hours of paid personal leave per calendar year. Personal leave may be used in one-quarter (1/4) hour increments.

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

If an employee is hired and then resigns in the same calendar year, the personal time allowed would be figured by multiplying 4 by the number of 45 day periods worked as specified by the chart

Section 4. Personal leave may be used on the day prior to or following a holiday or vacation provided that the use of the personal time has been pre-approved by the Sheriff or his/her designee, or in case of emergency.

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 21
FUNERAL LEAVE

Section 1. In the event of the death of an employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, or other person who is a member of the household (the Sheriff may request written documentation from the employee to verify residency of other household members), the employee shall be excused from work, if the employee was 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 later interment.

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 and the Sheriff for other accommodations. The Personnel Officer and Sheriff shall have sole authority to grant an exception and the decision shall not be subject to the grievance and arbitration procedure.

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 with pay at his/her request on the day of the funeral, provided the employee was scheduled to work on the day of the funeral.

ARTICLE 22
LEAVES OF ABSENCE

Section 1. Leaves of absence shall be granted in accordance with Cortland County Civil Service Rules XIX.

Section 2. When an employee is absent without leave and without an explanation for a period of five (5) work days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of such absence. The failure of an employee to return to his/her position within five (5) days following the expiration of a leave of absence, or extension thereof, without submitting an explanation therefore within such five (5) days period, shall constitute a resignation which for purposes of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the unauthorized absence of an employee or his/her failure to return to his/her position upon the expiration of an authorized leave of absence and such failure may be regarded as misconduct in the appropriate disciplinary proceeding.

ARTICLE 23
MILITARY LEAVE

Military leave will be granted in accordance with applicable Federal and State laws when employees are required to attend ordered military service.

ARTICLE 24
RETIREMENT INSURANCE

Section 1. All employees who have joined the New York State Employee's Retirement System will have coverage as provided by the New York State Employees' Retirement System (NYSERS).

Section 2. Eligible employees previously covered under Section 89-A were provided 89-B of the New York State Retirement and Social Security Law effective July 1, 1986. Effective May 25, 1994, all employees previously covered under 89-B were granted 89-B(m) benefits.

Employees will be enrolled in the appropriate 20 year retirement plan for Deputy Sheriffs within the New York State Retirement System.

ARTICLE 25
SENIORITY

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of full-time service in the Road Patrol Division of the Cortland County Sheriff's Department, since their last date of hire, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed by the Sheriff), or other breaks in service.

ARTICLE 26
LAY-OFF PROCEDURE FOR COMPETITIVE CLASS EMPLOYEES

Competitive class employees in the Road Patrol Division of the Sheriff's Department will be laid off in accordance with Section 80 of the Civil Service Law and the Cortland County Civil Service Rule #XXV.

ARTICLE 27
OUTSIDE EMPLOYMENT

Section 1. Any member of the Sheriff's Department covered by this Agreement may engage in extra 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 prior to starting the secondary employment, provided such extra work does not interfere or conflict with the employee's regular duties as a member of the Sheriff's Department or availability for emergency duty; and does not impair nor affect the employee's physical condition to the extent that it impairs the ability of the employee to perform such duties effectively. No employee of the department may use any equipment, uniform, or other property thereof while employed in any capacity outside of the Cortland County Sheriff's Department unless authorized by the Sheriff.

Section 2. Any statutory prohibitions regarding secondary employment shall be applicable. Employment in a capacity as a law enforcement officer shall require prior approval of the Sheriff.

Section 3. Prior to accepting or engaging in such outside employment, the employee shall notify the Sheriff of his/her intent in writing. The Sheriff, or his/her designee, shall issue

his/her approval/disapproval in writing within a reasonable period of time, but not longer than seven (7) work days from the employee's request for approval.

The Sheriff's decision will not be arbitrary or capricious and shall be final and binding and will not be grievable or arbitrable. The employee may appeal the decision of the Sheriff to the Personnel Officer.

ARTICLE 28
UNIFORMS AND EQUIPMENT

Section 1. All uniforms and equipment are and shall remain the property of Cortland County. All uniforms and equipment, unless covered under Article 43 shall be returned to the Sheriff at the employee's permanent separation from employment with the CPAC division of the Cortland County Sheriff's Department.

Section 2. The Sheriff shall designate the style, type, and number of pieces of uniforms and equipment. The Sheriff and the Union President will consult upon a vendor from which the uniforms and equipment shall be ordered.

Section 3. At the time of appointment, all new bargaining unit members will have the uniforms and equipment outlined in Appendix B ordered and/or supplied to them.

Section 4. Any item identified in Appendix B which is damaged or destroyed in the line of duty will be repaired or replaced by the Sheriff upon completion of the Cortland County Damaged Property form and return of the respective item.

Section 5. A bargaining unit member shall receive an annual uniform/equipment allowance payable in a separate check in the last regular pay period in January as follows:

2012 - \$1000.00 2015 - \$1025.00
2013 - \$1000.00 2016 - \$1050.00
2014 - \$1025.00

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.

Section 6. Employees shall be required to maintain all uniforms and equipment at the level required by the Sheriff through their employment.

Section 7. Any bargaining unit member who is shifted from one division within the Road Patrol to another division within the Road Patrol shall receive a pro-rated uniform allowance as outlined in Section 5 of Article 28 for the time period remaining in the year at the time of the shift. This amount will be in addition to any previous allowance received that year.

ARTICLE 29
PERSONAL PROPERTY REIMBURSEMENT

Personal property worn or carried while in the performance of official County duties must have prior written approval by the Sheriff or his/her designee, except for required visual, auditory, or medically prescribed articles.

Personal property not approved for use in writing by the Sheriff or his/her designee, excluding required visual, auditory, or medically prescribed articles, will not be repaired or replaced.

Personal property authorized by the Sheriff for use in the performance of official County duties or required visual, auditory, or medically prescribed items shall be professionally repaired or the employee shall be compensated with the comparable value under the following conditions:

- a) Damage must be reported immediately and the employee must submit the completed Cortland County Damaged Property Report (CCDPR) to the supervisor prior to the end of the shift at which the damage occurred;
- b) The supervisor receiving the report shall forward the CCDPR to the Sheriff within two working days of receipt of the report;
- c) The employee must file the claim for reimbursement with the County Personnel Office by submitting a receipt within thirty days of the incident. The 30 days may be waived by the Sheriff or the Personnel Officer.
- d) The Personnel Department shall file the necessary claim for reimbursement with the insurance company or the person responsible for the damage and/or the court having jurisdiction over the case. The County shall be entitled to the reimbursement if it has reimbursed the employee for the damaged article(s).

ARTICLE 30
TOBACCO USE POLICY

No tobacco product shall be used in any County-owned or occupied vehicle or building, except for areas specifically designated by the Sheriff.

ARTICLE 31
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 County 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. Confidential 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 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 31, she/he must do so within ten (10) working days of receipt of notification provided in Article 31, Section 3.

ARTICLE 32
COURT SUBPOENAS

Any employee subpoenaed by any legislative, judicial, or administrative tribunal in connection with his/her County employment, shall receive his/her regular hourly rate of pay for times of service when the employee was scheduled to work. Upon receiving the witness fee, the employee shall submit the warrant, or its equivalent, to the Sheriff for transfer to the County Treasurer.

ARTICLE 33
LABOR/MANAGEMENT MEETINGS

Labor/Management meetings shall be held on at least a quarterly basis. The Union will be represented by the at least the Union President or designee and a representative of the Road Patrol. The County will be represented by at least the Sheriff or designee and the Personnel Officer or designee. The County and the Union may invite additional representatives to Labor/Management meetings when their attendance would be beneficial to the situation or topic of discussion at a meeting upon prior notification to the other party.

ARTICLE 34
CIVIL SERVICE RULES

A copy of the Cortland County Civil Service Rules is available in the Cortland County Personnel Office for review.

ARTICLE 35
DOMICILE

Employees are required to live in Cortland County or any adjoining county.

Failure to maintain a domicile in Cortland County or any adjoining county shall result in the immediate termination of employment.

ARTICLE 36
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
- One person appointed by CPAC
- Paralegal to the County Attorney
- One Department Head
- One Legislator appointed by the Chairman of the Legislature

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 37
EMPLOYEE LISTING

Annually, upon written request of the Union President, the Personnel Officer will provide the Union 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, and grade level.

ARTICLE 38
DISCIPLINE AND DISCHARGE

Section 1. Exercise of Rights. No bargaining unit member shall be disciplined or otherwise removed except for just cause as determined by the arbitrator hearing the case, and in accordance with the provisions of this Article. It is understood and agreed that any bargaining unit member against whom a disciplinary action or measure is proposed may elect to follow Section 75 or 76 of the Civil Service Law or choose the alternate disciplinary appeals procedure set forth in this Article. A bargaining unit member's selection of one procedure shall preclude the use of the other, and the rights of the use of the other shall be deemed waived. No disciplinary actions or measurers shall be commenced more than eighteen months

after the occurrence of the alleged incompetency or misconduct complained of and described in the charges except such time limitation shall not apply where the act(s) would, if proven in a court of appropriate jurisdiction, constitute a crime.

Disciplinary actions or measures may be taken against bargaining unit members for misconduct or incompetence. Whenever the Sheriff seeks imposition of a disciplinary action against a bargaining unit member, the Sheriff shall notify the bargaining unit member, the Union President, and the Personnel Officer in writing of the specific act(s) of misconduct and/or incompetence the bargaining unit member is alleged to have committed and the proposed penalty. The written notification shall also contain a description of the charges and specifications. The notification to the Union shall be sent at the same time the notice is sent to the bargaining unit member, or if hand delivered to the bargaining unit member, within twenty-four (24) hours of the time that the notice is given to the bargaining unit member.

It is understood and agreed that any bargaining unit member covered by this agreement shall be entitled to Union representation or their own attorney at their own expense at any stage of a disciplinary proceeding, whether pursuant to Section 75 and 76 or the alternate appeals procedure of this Agreement.

A bargaining unit member may be suspended without pay for a period not to exceed ninety (90) days for each disciplinary action. The parties acknowledge that any period of suspension without pay of less than ninety (90) days shall be immediately imposed by the Sheriff upon issuance of the written notification of charges subject to appeal as set forth below. In the event that period of suspension exceeds ninety (90) days, the bargaining unit member may be suspended for ninety (90) days pending the final imposition of a penalty by the arbitrator. The parties acknowledge that the arbitrator or hearing officer may include the period of suspension as part of the penalty, if the member is found guilty of the charges and that if the member is found not guilty of the charges the member will be paid for any period of suspension without pay within three (3) weeks of the finding of not guilty.

Section 2. Alternate Disciplinary Appeals Procedure. Upon receipt of written notification of charges, a bargaining unit member shall have ten (10) calendar days to file with the Sheriff a written answer to the charges; a copy of the response shall be sent to the Union and the Personnel Officer. The bargaining unit member, in his/her response, may deny the charges, may admit to the charges and accept the penalty proposed, or admit the charges but reject the penalty proposed. If the bargaining unit member denies the charges, or admits the charges but rejects the proposed penalty, he/she shall also include in the response whether he/she desires to process the matter under Section 75 and 76 of the Civil Service Law or the procedures set forth in this Article. In addition, the bargaining unit member will indicate whether or not he/she will be represented by the Union or his/her own private attorney or have no representation.

Upon receipt of the answer, the parties shall select an arbitrator in accordance with Article 39 of this Agreement, or schedule a Civil Service hearing in accordance with Section 75 of the Civil Service Law, whichever procedure the bargaining unit member has elected.

All fees and expenses of the arbitrator/hearing officer shall be divided equally between the County and the Union, or the county and the bargaining unit member, if not represented by the Union.

Disciplinary matters may be settled at any time following the service of notification of discipline. In any case where a bargaining unit member has been served with charges, a meeting shall be convened by the Sheriff, if requested by the member, within seventy-two hours of the request, to discuss a settlement. Such meeting shall include the Union President or his/her designee, the bargaining unit member, the Sheriff or his/her designee, the Personnel Officer, or his/her designee, and any other parties the Sheriff feels appropriate. The terms of any proposed settlement shall be reduced to writing. The bargaining unit member, the Union representative, and the Personnel Officer shall be provided with copies of the settlement at the time the settlement is made.

ARTICLE 39
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. | <u>Union</u> | County Police Association of Cortland |
| b. | <u>Grievant</u> | Union or a member of this bargaining unit |
| c. | <u>Grievance</u> | any alleged violation of the terms and conditions of employment as
defined in this Agreement, including any misinterpretation or misapplication of this Agreement. |
| d. | <u>Supervisor</u> | the officer on a higher level of authority above the employee |
| e. | <u>Department Head</u> | the Sheriff |
| f. | <u>Designee</u> | the person appointed by the Sheriff or County to act on his/her behalf in matters pertaining to this Agreement |
| g. | <u>Representative</u> | any person authorized by the Union to represent the grievant in procedures hereunder, if the grievant chooses representation |
| h. | <u>Day</u> | one (1) full working day in which the employee worked, or was scheduled to have worked, after the day the grievance was filed. |
| i. | <u>Class Action</u> | Union may file a class action if the grievance involves more than one (1) Union employee. |

Section 3. Copies of the grievance and all replies for grievances at Level I and/or Level II shall be sent by the supervisor and/or the Sheriff to the grievant, the Personnel Officer, and union president.

Section 4. Resolutions or settlements at Levels I and II shall be in writing and signed by both the Sheriff and the Union President.

Section 5. Procedure for Level I

- A. Within ten (10) working days of the occurrence of the alleged grievance, or within ten (10) working days within which the grievant knew of the alleged grievance, the grievant, with or without union representation, shall discuss the grievance with his/her supervisor in an attempt to resolve the grievance.
- B. If the discussion with the supervisor 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 Union President or the Sheriff, Level I may be bypassed and the grievance submitted directly to Level II.

Section 6. Procedure for Level II

- A. Within ten (10) working days of the Level I discussion, the grievant may submit his/her grievance in writing to the Sheriff.
- B. Within ten (10) working days of the receipt of the written grievance, the Sheriff shall convene a meeting with the grievant, the grievant's Union representative if there is one, and any other persons deemed appropriate by the Sheriff for the purpose of resolving the grievance.
- C. If the grievance is not resolved at the meeting, within five (5) working days, the Sheriff shall deliver in writing, his/her decision on the grievance to the grievant, the Personnel Officer, and Union unit president.
- D. If a meeting is not convened, the Sheriff shall, within fifteen (15) working days of receipt of the written grievance, render a decision in writing to the grievant, the Personnel Officer, and the Union unit president.

Section 7. Procedure for Arbitration

- A. Within ten (10) working days after the reply and decision of the Sheriff (Level II), the Union may submit to the Personnel Officer/Sheriff a letter of intent to file binding arbitration.
- B. The arbitrator shall be selected from the permanent panel set forth in Section 8 below.
- C. The cost of arbitration shall be shared equally by the County and Union.
- D. The arbitrator shall place his/her decision in writing within thirty calendar days of the close of the arbitration, 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 violates the Agreement, nor shall she/he have the power to alter, add to, or detract from this Agreement.
- E. The decision of the arbitrator is final and binding.

Section 8. Permanent Panel for Arbitration

- A. The Permanent Panel of Arbitrators will consist of five (5) arbitrators listed below:
 - 1. Thomas Rinaldo
 - 2. Jeffrey Selchick
 - 3. Shelia Cole
 - 4. Stuart Pohl
 - 5. Paul Zonderman
- B. Once the list of arbitrators is established, they will be selected as follows:
 - 1. Arbitrators will be assigned in the order in which they appear on the list.
 - 2. When a grievance is moved to arbitration, the Personnel Officer will notify the Union of the name of the arbitrator that is to be selected according to the list.
 - 3. The Union will have five (5) working days to object to the arbitrator.

4. If the Union objects, the County will move to the next arbitrator on the list.
 5. If the County objects to the next name on the list, it will then move to the following arbitrator on the list, who will then be assigned the case.
- C. The arbitrator who is selected will be notified of his/her assignment to the case by the filing of a Demand of Arbitration and simultaneously serving a copy upon the County.
 - D. Either party may strike one name from the above list of arbitrators at any time during the life of the contract by giving written notice to the other party.
 - E. If a name is stricken from the list, the County and the Union will meet within ten (10) working days to select a replacement.
 - F. If the parties are unable to agree on a replacement, the Union will ask PERB for a list of nine arbitrators.
 - G. The parties will meet within ten (10) working days after the receipt of the list from PERB and flip a coin to determine who goes first.
 - H. The parties will alternately strike names, and the last remaining name will be the replacement on the list.

ARTICLE 40
EXCESSIVE ABSENTEEISM, TARDINESS,
EARLY DEPARTURE, OR ABUSE OF SICK LEAVE

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 County to take corrective action.

ARTICLE 41
WORKERS' COMPENSATION

Section 1. The County shall provide Workers' Compensation Insurance, in compliance with the New York State Workers' Compensation Law.

Section 2. An employee may elect to use sick, vacation, or personal leave or floating holidays for absences related to a Workers' Compensation Claim provided she/he indicates his/her intentions in writing at the time she/he is claiming to be paid benefit time, files all required paperwork, and assigns his/her workers' compensation entitled to the County.

The County shall credit the employee's appropriate 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 42
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 43
DEPARTMENT WEAPON UPON RETIREMENT

Upon the retirement of a member in good standing, 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 44
MANDATORY SUBSTANCE ABUSE TESTING POLICY

SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE

Introduction It is the policy of the County of Cortland to eliminate the use of alcohol and drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs or alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents have all been shown to be adversely affected by substance abuse. It is the purpose of this policy to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with drugs or alcohol.

Section 1 Alcohol/Drug Testing

1.1 Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the County may require such employee to submit to an alcohol test, as set forth in paragraph 2.1 below. A positive test for alcohol is any result above 0.00%. The test shall not be administered until thirty (30) minutes after notification to submit, as set forth in paragraph 2.1 below. Reasonable suspicion to believe an employee is under the influence of alcohol or drugs exists when objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, he/she can reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific articulable facts and a written report of the findings and facts provided to the employee.

Section 2 Testing Procedures

2.1 Tests for Alcohol:

2.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using a Datamaster breath-testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.

2.1.2 A department supervisor who has not observed or witnessed the alleged violation will administer the alcohol test using the Datamaster device. The supervisor shall be certified to use and operate the Datamaster device.

- 2.1.3 The person designated to make the determination of reasonable suspicion shall not administer the test.
- 2.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.
- 2.1.5 Tests for alcohol shall only be conducted during an employee's regularly scheduled work hours.

2.2 **Tests for Prohibited Drugs:**

- 2.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories. The County agrees to the use of an outside organization to conduct the testing.
- 2.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test, except as hereinafter described.
- 2.2.3 The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for the substances set forth in 2.2.2. Any level which tests positive at the highest cutoff levels as set forth in Federal Regulations 49 CFR40, on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens which are confirmed as positive in the GC/MS tests are reported as such. Both specimens will be paid for by the County.
- 2.2.4 A "split sample" method of collection shall be used. The employee shall urinate into a collection container which the collection site person, in the presence of the donor and after determining specimen temperature, pours into two specimen bottles.
 - A. The first bottle is to be used for the test pursuant to this procedure and 60 ml. of urine shall be poured into it. Up to 60 ml. of the remainder of the urine shall be poured into the second specimen bottle.
 - B. All requirements of this procedure and any applicable regulations shall be followed with respect to both samples, including the requirement that a copy of a chain of custody form accompany each bottle processed.
 - C. Any specimen collected under "split sample" procedures must be stored in a secured, refrigerated environment and an appropriate entry made in the chain of custody form.

- D. If the test of the first bottle is positive, the employee may request that the Medical Review Officer (MRO), as hereinafter defined, direct that the second bottle be tested for presence of the drug(s) for which a positive result was obtained in the test of the first bottle. If the result of the second test is negative, no further action shall be taken against the employee.
- 2.2.5 Visual observation of urination shall be by an individual that is the same gender as the employee providing the specimen.
- 2.2.6 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.
- 2.2.7 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests positive for prohibited drugs following a reasonable suspicion test, the County shall not be obligated to pay the employee beyond the regular hours of work.
- 2.2.8 All drug testing shall be conducted during an employee's regularly scheduled work hours or the two (2) hours immediately preceding, or subsequent to, a regularly scheduled tour of duty. The payment of overtime shall be as set forth in Section 2.2.7 above. The County reserves the right to have the drug test conducted at a certified hospital emergency room in the event the laboratory used is not open for business.
- 2.2.9 Each drug test shall be reviewed by the MRO to ensure compliance with all procedures, as well as all Federal Regulations, including the validity of the test.

Section 3 Random Alcohol/Drug Testing

- 3.1 Random Alcohol/Drug Tests: The County shall not administer random drug testing to more than 33.3% of the employees annually covered by the collective bargaining agreement. The random alcohol and/or drug tests will be performed by an outside agency of the County's choosing.
- 3.2 Union Observation: During random tests, the Union shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the Union representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The Union representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.

- 3.3 Selection of Employees: The County shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the County shall provide the Union with a list of all employees tested, as well as the computer-generated list, so the Union can verify the randomness.
- 3.4 Limitations: No employee shall be subject to random drug testing more than two (2) times in any twelve (12) month period.

Section 4 Reasonable Suspicion Testing

- 4.1 Determination of Reasonable Suspicion: The persons designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the “designated supervisor”) shall be the department head/supervisor who must be of the rank of Sergeant or above.
- 4.2 Removal Based on Behavior or Appearance Alone: Whenever no approved testing devices are available and an employee is removed from the employee’s safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee’s job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits.
- 4.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or prohibited drugs, and as soon as practicable after an order to test is given, without causing an undue delay in the testing process, the County shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to: (1) a description of the employee’s appearance, behavior and speech; (2) names of witnesses to the employee’s appearance, behavior and speech, where practicable; (3) if the employee’s appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.
A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision.
- 4.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive one (1) hour of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.
- 4.5 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo

alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve (12) months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test. Supervisors who have completed the Municipal Police Training Council Supervisory Course, or the refresher course, within the preceding twelve (12) month period will be considered as designated to determine reasonable suspicion.

- 4.6 Right to Representation: During reasonable suspicion testing, the Union shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the Union representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The Union representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.
- 4.7 Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. If the employee has requested the opportunity to consult with a Union representative, this explanation shall be made in the presence of a Union representative. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 Consequences of Positive Test

- 5.1 Disciplinary Action: If an employee tests positive for alcohol or controlled drug use and the County determines that formal disciplinary action is warranted, it shall be processed through the applicable disciplinary procedure.
- 5.2 Reassignment to Non-safety-sensitive Job Duties: If an employee seeks evaluation and treatment pursuant to Section 6.1 of this procedure, or pursuant to Section 6.2 of this procedure and the County believes such a referral is appropriate under the circumstances, the County shall make every reasonable effort to assign the employee to duties within the employee's job description excluding safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty provided that said assignment is not inconsistent with the goals and functions of the police department.
- 5.3 Reassignment to Another Non-safety-sensitive Position: If the County is not able to assign an employee to duties within the employee's job description

pursuant to Section 5.2 above, the County shall make every reasonable effort to assign the employee to another position which does not require the performance of safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty in the employee's normal position provided that said assignment is not inconsistent with the goals and functions of the department to which he has been assigned.

- 5.4 Leave Pending Disciplinary Actions: If the County is not able to assign the employee to another position which does not involve safety-sensitive functions pursuant to Section 5.3 above, and is not under suspension, the employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.6.
- 5.5 Other Alcohol-related Conduct: Whenever an employee is found to have an alcohol concentration above 0.00%, the employee shall be relieved of his/her work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which he/she is entitled.

Section 6 Referral, Evaluation and Treatment

- 6.1 Employees with an alcohol and/or drug dependency problem, who wish to avail themselves of rehabilitative services or other means of rehabilitation, should pursue help before they are required to undergo either random or reasonable suspicion testing. Prior to being notified that he/she will be tested for drugs or alcohol, an employee may notify the Sheriff that he/she is abusing or misusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to enter a rehabilitation program for treatment; however, nothing in this section shall be construed to restrict the County from utilizing the applicable disciplinary procedure for conduct other than the reported alcohol and/or drug dependency problem. The time required to be absent from work for such rehabilitation shall be subject to the terms of Section 6.6 of this procedure. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline for that referral.
- 6.2 The County, in its discretion, except as required in Section 6.1 above, may assist employees who have a drug or alcohol dependency problem to recover from such addictions, provided the employees seek and accept assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The County may provide assistance, referral and advise employees with respect to drug and alcohol abuse when requested. Failure to meet rehabilitation requirements may lead to disciplinary action pursuant to the applicable disciplinary procedure. This is to be considered an employee benefit, not an excuse to condone the use of drugs or alcohol in the workplace.
- 6.3 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.

- 6.4 Rehabilitation Program: The County shall make available to bargaining unit members, a rehabilitation program through the contractual health insurance provider.
- 6.5 Upon request, an employee shall be provided copies of any reports, results, etc., which are provided to the County by the Substance Abuse Professional (SAP) or rehabilitation program. Such request shall be in writing.
- 6.6 Rehabilitation/Leave of Absence: An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in the collective bargaining agreement or other applicable laws, rules or regulations, including any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or outpatient basis. Nothing herein shall be construed to diminish any rights which may apply under the Americans With Disabilities Act, the Family Medical Leave Act or other relevant laws.
- 6.7 The County will use its best efforts to schedule employees participating in a rehabilitation program to minimize conflicts with the requirements of the rehabilitation program.
- 6.8 Return to Work: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program shall occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The County's final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the SAP.
- 6.9 An employee who enters a rehabilitation program shall not be entitled to enter such a program if he/she should again test positive, unless the County shall agree. Employees who are arrested for a crime, including drugs or whose use of drugs or alcohol, has become known to the County through the employees involvement in an accident that resulted in physical injury or property damage, shall be able to enter a rehabilitation program only with the consent of the County.
- 6.10 Follow-up Testing - Frequency: The number and frequency of follow-up tests shall be as directed by the SAP and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function. The County shall not impose follow-up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

Section 7 Medical Review Officer

- 7.1 The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs, the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines. The County and the affected employees shall agree on the appointment of an MRO. The employee's consent to the appointment shall not be unreasonably withheld.
- 7.2 If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees will be taken.
- 7.3 The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.
- 7.4 The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Sheriff. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

Section 8 Program Confidentiality

- 8.1 The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.
- 8.2 All individual test results will be considered confidential. The release of an employee's results will only be given in accordance with the individual employee's written authorization, or as is otherwise required by applicable federal or state law or for use in a disciplinary hearing pursuant to this procedure.
- 8.3 It is understood that any medical explanation given by an employee to any person involved in this process is strictly confidential.

Section 9 Disputes - Grievance Procedure

9.1 Any dispute, violation, misapplication or misinterpretation of the Substance Abuse Policy and Testing Procedure shall be subject to and go directly to arbitration of the Grievance Procedure as set forth in the collective bargaining agreement.

Section 10 Department Head

10.1 The Department Head shall be the Sheriff for the purposes of this procedure.

Article 45
GOVERNING LAWS AND STATUTES

The Public Employees' Fair Employment Act of the State of New York, the other provisions of the State Civil Service Law, and local laws or resolutions now or hereafter adopted by the County which are not inconsistent with this contract shall govern the terms of this agreement.

ARTICLE 46
SAVINGS CLAUSE

In the event any provisions of this Agreement shall conflict with any of the provisions or requirements of any state or federal laws, the provisions of the state or federal law shall prevail and the agreement shall not be invalidated by such a conflict.

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 the Union agree that the costs of printing and distributing this Agreement shall be shared equally and will not exceed \$250.00 per party. The Union will receive enough copies for all members and 20 additional copies.

ARTICLE 48
DURATION

This Agreement is effective January 1, 2012, shall remain in force and effect through December 31, 2016.

ARTICLE 49
TAYLOR LAW
(Section 204-A)

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

For the County

Mike Park
Chairman, County Legislature

Martin Murphy
Cortland County Administrator

Lee A. Price
Cortland County Sheriff

Annette D. Barber
Cortland County Management Rep.

For CPAC

Troy Boice
President, CPAC

Member, CPAC

APPENDIX B
UNIFORM/EQUIPMENT LIST

Item	Quantity Provided to New Hire
Stetson Hat	1
Stetson Hat Rain Cover	1
Long Sleeve Shirt	3
Short Sleeve Shirt	3
Shoulder Patches	16
Collar Brass	2
Badge	1
Off-Duty Badge Holder	1
Badge patches for Jackets and Golf Shifts	3
Name Tag	2
American Flag Pin	1
Tie	2
Pants	3
Boots	1 pair
Trouser Belt	1
Duty-Equipment Belt – Basket Weave	1
Double Ammo Pouch – Basket Weave	1
Duty Holster – Basket Weave	1
Off-Duty Holster	1
ASP – Collapsible Baton	1
ASP Holder – Basket Weave	1
Handcuffs & Keys	2 pair
Handcuff Case (one open & one closed)	2
Latex Glove Case	1
Pepper Spray Holder – Basket Weave	1
Duty Belt Keepers – Basket Weave	1
Black Socks	6 pair
Winter Jacket	1
Lightweight Jacket	1
Raincoat	1
Black t-shirts	5
Winter gloves	1 pair
Winter head band	1
Citation/Ticket Book – Metal	1
Turtlenecks	3
Report Writing Clipboard/Report Case	1
BDU Uniform Pants	1 pair
Department Range Golf Shift	1
Department Baseball Cap with Patch	1
Dress Blouse	1
Bullet proof vest	1
Pistol	1
Flashlight	1
Flashlight Case	1
Pepper spray	1

**APPENDIX C
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:

APPENDIX D
CANINE OFFICER COMPENSATION AGREEMENT
BY and BETWEEN
THE COUNTY OF CORTLAND,
AND
THE CORTLAND POLICE ASSOCIATION OF CORTLAND

AGREEMENT , by and between THE COUNTY OF CORTLAND, with offices at the 60 Central Avenue, Cortland, New York (the “County”), the SHERIFF and the CORTLAND POLICE ASSOCIATION OF CORTLAND (the “Association”) concerning the reasonable compensation of canine officers for any and all off-duty work including, but not limited to, the training, boarding, caring, feeding, walking, grooming, and general maintenance of assigned canines.

WHEREAS, the purpose of this agreement is to state the legal duties and obligations of all parties and to reasonably compensate canine officers for the off-duty training, boarding, caring, feeding, walking, grooming, and general maintenance of their respective canines, in full accordance with the Fair Labor Standards Act of 1938 (“FLSA”); and

WHEREAS, the County and the Association seek to resolve and avoid any potential FLSA claim against the County and/or the Association, with the full involvement of the County’s canine officers and negotiate the hours and rate of pay to be paid to canine officers as compensation for any and all off-duty time spent canine training, caring, feeding, grooming, caring and general maintenance and provide for his future compensation for such activities; and

WHEREAS, the County and the Association seek to establish, with the full involvement of the canine officers, and any future County Police Officer/Deputy Sheriff canine officers, fair and adequate compensation for any and all off-duty time to be spent canine training, caring, feeding, grooming, caring and general maintenance; and

WHEREAS, this Agreement (i) was reached after extensive, good faith negotiations between all parties, including the individual canine officers, for the mutual benefit of all parties, (ii) was not unilaterally imposed by any party to this agreement, and (iii) took into consideration all of the pertinent facts, including, but not limited to, the number of hours spent training, caring and maintaining the canines while off-duty and attributable to the canine officer’s “police” duties;

NOW, upon the mutual promises contained herein as well as good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The County shall have the exclusive option of retaining for law enforcement purposes one or more canines specially trained or to be trained in law enforcement tactics. The authority as to whether or not to retain such canine(s) remains solely with the County and the County retains the authority to discontinue the use of canines in its law enforcement function at any time.

2. The parties agree that any and all canines assigned to a canine officer shall, at all times, remain County property and are not to be used for other than County related purposes, including but not limited to, breeding.

3. Canine officers will be compensated (8) hours for every week, at the overtime rate of time and one-half (1½) the then-current state mandated minimum wage, Eight Hours per week is a reasonable number of hours attributed to the off-duty training, boarding, caring, feeding, walking, training, grooming, and general maintenance of the canine[s] and that the minimum wage is a reasonable and legal hourly wage-rate;

4. The County will not suffer or permit the canine officer to work overtime for canine related reasons without direct order of the Sheriff or his designee.

5. All training and tracking exercises required in excess of the daily norm shall be performed during the canine officer's normal designated shift, when possible. For example, if the canine officer and canine must attend an all day training session, it should take place, when possible, on a normally scheduled work day. Any such training shall be approved by the Sheriff. It is agreed that the County shall have the right to assign the canine officer to a different shift to accommodate training requirements from time to time

6. Time spent by the canine officer commuting to and from work shall not be compensable simply because a canine is being transported. The canine officer shall not be required, suffered or permitted to do any work for the benefit of the County during this preliminary and postliminary time unless called to service by an emergency call.

7. It is agreed that any off-duty care activities of the canine officer, not specifically set forth in this agreement, shall be at a minimum and it is agreed that they are covered and included in this agreement.

8. The canine officer's off-duty compensation for the above stated duties and responsibilities can only be adjusted, increased or decreased, after mutual negotiations concerning the reasonableness of the number of hours spent performing the above duties or responsibilities, or by a change in the state minimum wage-rate;

9. Canine officers must immediately notify the Cortland County Sheriff, or his designee, in writing when, for whatever reason, the agreed-to-number of hours is no longer considered a reasonable number of hours by the canine officers. Such notice shall include a detailed and accurate record of hours worked, including hours spent on the canine duties enumerated herein in two week intervals for a period of three months. It is agreed that failure to so notify the County will not impute any knowledge whatsoever to the County;

10. Any and all times during which the canine are not in the custody or possession of a canine officer including, but not limited to, to kenneling the canine, is not compensable hereunder;

11. Upon proper and appropriate notification and three months of verified canine time records, the County will in good faith, and within a reasonable time period, enter into negotiations with the Association and the canine officers to mutually and equitably resolve any issue regarding an increase in hours attributable to the care, maintenance, training and grooming of the canine;

12. The current uniform allowance provided to each canine officer shall be sufficient to cover all cleaning and care of the canine officer's uniform. It is agreed that this agreement shall require no additional time or effort on the canine officer's behalf in this regard.

13. The canine shall be housed in a kennel while on the canine officer's premises.

14. The canine shall be under the constant supervision and control of the canine officer, both on and off duty.

15. The Cortland County Sheriff, or his designee, shall have the right to inspect the living conditions of the canine and/or remove the canine and canine supplies;

16. Canine Officers shall house, feed and care, obtain necessary medical care for the canine outside of working hours;

17. The canine officer shall immediately notify the Cortland County Sheriff of any problems relative to the care or health of the canine.

18. All food supplies, grooming tools, training tools, leashes, fenced kennel (including a cement pad or equivalent), veterinary services and other miscellaneous products necessary to care for the canine shall be provided by the County. Time spent traveling to and from veterinary visits as well as the time spent at the veterinarian's office shall be included within the canine officer's pay period totals.

19. This Agreement contains the entire understanding between the parties relating to term, conditions, and obligations contained herein, and this Agreement completely supersedes any prior written or oral agreements or representations concerning the subject matter hereof. Any oral representation or modification concerning this Agreement shall be of no force and effect.

20. The parties hereto agree that this Agreement shall be governed by and construed under the laws of the State of New York and applicable federal laws;

21. The parties agree that they will seek resolution of any and all disputes and/or disagreements between the parties, concerning the terms, conditions or obligations stated in this Agreement, through arbitration pursuant to Article 39 of the collective bargaining agreement between the County and the Association.

22. The parties agree that the provisions of this Agreement are severable, and if any provision hereof is found to be unenforceable, the other terms and conditions shall remain fully valid and enforceable.

23. The County will defend and indemnify each canine officer assigned to the K-9 unit for any injuries or damages caused by their dog which occur or are claimed to have occurred in the performance of their duty during the period in which such officer(s) are or were assigned to the K-9 unit.

24. All dogs purchased and provided to the K-9 unit shall remain the property of the County until the retirement of the dog from the K-9 unit. At the time, the canine officer as

signed to that dog shall offer the opportunity to purchase the dog from the County for the sum of one dollar (\$1.00) and, if purchased, shall be become the owner of the dog.

IN WITNESS WHEREOF, the undersigned have executed this Agreement with all due authorization as of the date first written above.

THE COUNTY OF CORTLAND

By: John Daniels, Chairman,
Cortland County Legislature

Dated: _____

By: Lee Price, Sheriff

Dated: _____

THE COUNTY POLICE ASSOCIATION OF CORTLAND

By: Robert Derksen, President

Dated: _____

APPENDIX A

	Hire Rate	Certified Rate	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year			
2012											
CPO	\$17,4562	\$19,2683	\$22,1586	\$25,0488	\$25,4245	\$25,8003	\$26,1873	\$26,5743			
	\$36,448.5500	\$40,232.2100	\$46,267.1600	\$52,301.8900	\$53,086.3600	\$53,871.0300	\$54,679.0800	\$55,487.1400			
SGT								\$31,5453			
								\$65,866.5900			
LT								\$34,0308			
								\$71,056.3100			
CAPT								\$36,5163			
								\$76,246.0300			
	Hire Rate	Certified Rate	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	9th Year		
2013											
CPO	\$17,7180	\$19,5573	\$22,4910	\$25,4245	\$25,8059	\$26,1873	\$26,5801	\$26,9729	\$27,3781		
	\$36,995.1840	\$40,835.6424	\$46,961.2080	\$53,086.3560	\$53,882.7192	\$54,679.0824	\$55,499.2488	\$56,319.4152	\$57,165.4728		
SGT									\$32,4987		
									\$67,857.2856		
LT									\$35,0594		
									\$73,204.0272		
CAPT									\$37,6403		
									\$78,592.9464		
	Hire Rate	Certified Rate	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	9th Year		
2014											
CPO	\$17,9838	\$19,8507	\$22,8284	\$25,8059	\$26,1930	\$26,5801	\$26,9788	\$27,3775	\$27,7888		
	\$37,550.1118	\$41,448.1770	\$47,665.6261	\$53,882.6513	\$54,690.9600	\$55,499.2686	\$56,331.7375	\$57,164.2064	\$58,022.9549		
SGT									\$32,9862		
									\$68,875.1856		
LT									\$35,5853		
									\$74,302.1064		
CAPT									\$38,2050		
									\$79,772.0400		
	Hire Rate	Certified Rate	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	9th Year	12th Year	
2015											
CPO	\$18,2535	\$20,1484	\$23,1708	\$26,1930	\$26,5859	\$26,9788	\$27,3835	\$27,7882	\$28,2056	\$28,6287	
	\$38,113.3634	\$42,069.8997	\$48,380.6105	\$54,690.8911	\$55,511.3244	\$56,331.7577	\$57,176.7136	\$58,021.6695	\$58,893.2992	\$59,776.7300	
SGT										\$33,9832	
										\$70,956.9200	
LT										\$36,6609	
										\$76,547.9600	
CAPT										\$39,3597	
										\$82,183.0500	
	Hire Rate	Certified Rate	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	9th Year	12th Year	15th Year
2016											
CPO	\$18,6186	\$20,5514	\$23,6342	\$26,7169	\$27,1176	\$27,5184	\$27,9312	\$28,3440	\$28,7697	\$29,2013	\$29,7853
	\$38,875.6368	\$42,911.3232	\$49,348.2096	\$55,784.8872	\$56,621.5488	\$57,458.4192	\$58,320.3456	\$59,182.2720	\$60,071.1336	\$60,972.3100	\$62,191.7100
SGT											\$35,3562
											\$73,823.7500
LT											\$38,1420
											\$79,640.5000
CAPT											\$40,9499
											\$85,503.3900

MEMORANDUM OF UNDERSTANDING
Between
County of Cortland County
And
County Police Association of Cortland, Inc

1. The Union shall recognize the Sheriff as a joint Employer.
2. The Union shall recognize the title(s) County Police Officer (Deputy Sheriff) for the purpose of the retirement system and shall not pursue police officer status with the Police & Fire Retirement System.
3. Upon successful ratification of a Collective Bargaining Agreement by the County Legislature, all administrative charges at the PERB (with the exception of those related to 207-c until a policy can be agreed upon by both parties) will be withdrawn respectively by each party.
4. Upon successful ratification of a Collective Bargaining Agreement by the County Legislature, all court action(s) by the County against the union shall be withdrawn.
5. The Union shall also recognize the above title County Police Officer (Deputy Sheriff) for the purpose of interest arbitration, as afforded to Deputy Sheriffs.
6. Full Retroactivity shall be paid to all current full-time employees who worked during the expired Collective Bargaining Agreement no later than 60 calendar days after the ratification vote of the County Legislature of a Collective Bargaining Agreement entered into by the parties. The County shall provide each employee who worked during the expired collective bargaining agreement with a worksheet setting forth the calculations and what they represent.

For the County

Date

Chairman, County Legislature

Date

Lee A. Price
Cortland County Sheriff

For CPAC

Date

President, CPAC