

AGREEMENT

BETWEEN THE

COUNTY OF CORTLAND

AND THE

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

BY THE

CORTLAND COUNTY UNIT 6550

OF THE

CORTLAND COUNTY LOCAL 812

EFFECTIVE

JANUARY 1, 2015 THROUGH DECEMBER 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
44	AGREEMENT DISTRIBUTION.....	41
18	BEREAVEMENT LEAVE	23
3	CSEA RIGHTS	2
7	DISCIPLINE AND DISCHARGE	10
4	DUES, DEDUCTIONS, AND COLLECTIONS	3
42	DRUG/ALCOHOL TESTING POLICY	40
43	DURATION OF AGREEMENT.....	40
29	EDUCATIONAL BENEFITS.....	32
35	EQUAL OPPORTUNITY DECLARATION	36
40	EMERGENCY CLOSING/INCLEMENT WEATHER.....	38
14	EMERGENCY POOL	21
17	EXCESSIVE ABSENTEEISM.....	23
12	FAMILY AND MEDICAL LEAVE	19
15	FAMILY SICK LEAVE	21
6	GRIEVANCE PROCEDURE	7
8	HOLIDAYS	11
10	INSURANCE	16
30	JURY DUTY.....	33
36	LABOR/MANAGEMENT COMMITTEE	36
33	LAYOFF/REDUCTION IN FORCE.....	35
19	LEAVE OF ABSENCE	24
21	LONGEVITY	26
2	MANAGEMENT RIGHTS.....	1
27	MEAL ALLOWANCE	30
37	MEDICAL EXAMINATIONS	37
34	MILEAGE.....	36
26	OUT OF TITLE WORK.....	30
23	OVERTIME	27
41	PERSONAL APPEARANCE OF EMPLOYEES.....	39

<u>ARTICLE</u>		<u>PAGE</u>
16	PERSONAL LEAVE.....	22
38	PERSONNEL FILES.....	37
	PREAMBLE.....	1
1	RECOGNITION.....	1
25	REIMBURSEMENTS.....	28
11	RETIREMENT.....	19
24	SAFETY.....	28
31	SENIORITY.....	34
22	SHIFT DIFFERENTIAL.....	26
13	SICK LEAVE.....	19
28	TRAVEL ALLOWANCE.....	30
32	VACANCIES.....	34
9	VACATION.....	13
20	WAGES.....	25
5	WORKDAY/WORKWEEK.....	4
39	WORKERS' COMPENSATION.....	37
Appendix A	Excluded Titles.....	42
Appendix B	Grade and Title Structure.....	45
Appendix C	Drug/Alcohol – Non CDL.....	49
Appendix D	Drug/Alcohol – CDL.....	53

PREAMBLE

Entered into by and between Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the recognized Union, by the Cortland County Unit 6550, Cortland County Local 812, hereinafter referred to as the "CSEA" and the County of Cortland, hereinafter referred to as the "County" in the manner following:

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

ARTICLE 1
RECOGNITION

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

The CSEA represents employees of the County holding either a full-time position or a regular part-time position scheduled to work at least one-half (1/2) the normal workweek in a title reflected in the Appendix B of this Agreement. All seasonal, casual, or other irregularly scheduled employees and temporary positions with a term of less than one year shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified as defined by the Civil Service Rules shall be excluded from the bargaining unit. All officers and employees who are listed in Appendix A of the Agreement shall be excluded from the bargaining unit.

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

ARTICLE 2
MANAGEMENT RIGHTS

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

The County will meet with the Union prior to any formal decision by the County to assign work that has been performed by bargaining unit members to persons other than the County's own employees. A copy of the Request for Proposal affecting bargaining unit work shall be provided to the Union upon its release. The County will negotiate the subsequent impact of any formal decision to sub-contract work.

ARTICLE 3
CSEA RIGHTS

SECTION 1. Bulletin Boards

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

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

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

SECTION 3. The Executive Board of the Cortland County Unit 6550 of the Civil Service Employees Association shall be permitted to allocate 105 hours per year with pay (for 35-hour per week employees) and 120 hours per year with pay (for 40-hour per week employees) among the employee members to attend official meetings of the Civil Service Employees Association. When possible, the Department Heads shall be notified in writing, with a copy to the Personnel Officer, two (2) weeks in advance of such leave. Alternate Delegates will be assigned in case of emergency. The Unit President will notify the Personnel Officer by January 15th of each year of all Officers and Union Stewards/Grievance Representatives and what areas they represent. Any changes to said list after January 15th will be sent to the Personnel Officer within five (5) working days of the change.

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

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

ARTICLE 4
DUES, DEDUCTIONS, AND COLLECTIONS

SECTION 1. Check-off of Union Dues All employees covered by this Agreement shall authorize their membership dues to the Union by signing the authorization for payroll deduction of Union dues form provided by the Union. The County agrees to deduct authorized membership dues from the wages of all employees covered by this Agreement and forward said dues, bi-weekly, to CSEA Inc., Local 1000, AFSCME, AFLCIO, 143 Washington Avenue, Albany, New York 12210.

SECTION 2. Agency Shop The Union, having been recognized as the exclusive representative of all employees within the bargaining unit, shall be entitled to have deductions made bi-weekly from the pay of each as an agency fee in the amount equivalent to Union dues. Non-members of the Union shall be entitled, upon request, to a refund of the amount of their agency shop fee deductions used by the Union in aid of activities or causes of a political or ideological nature. The Union affirms that it has adopted such a procedure for the refund of the agency shop fee deductions as required by Section 208 of the New York State Civil Service Law. The provision for agency shop fee deduction shall continue in effect as long as the Union maintains such procedure. Agency fee deductions shall be forwarded, bi-weekly, to CSEA Inc., Local 1000, AFSCME, AFLCIO, 143 Washington Avenue, Albany, New York 12210.

SECTION 3. Other CSEA Authorized Deductions The County shall deduct from the wages of employees who authorize said deductions, premiums for all current CSEA-sponsored programs. The County further agrees to forward said deductions to CSEA at 143 Washington Avenue, Albany, New York 12210.

SECTION 4. Deduction Exclusivity In addition to the above referenced deductions, the County agrees to deduct from the wages of employees who authorize said deductions, regular subscription to the Dental, Vision, and Health Insurance, a Deferred Compensation Provider Plan, a Flex Spending plan, the New York College Savings program, United Way, and direct deposits.

SECTION 5. Changes in Deductions Any changes in the amount of Union dues and CSEA sponsored program fees to be deducted must be certified by the Union, in writing, and forwarded to the County thirty (30) days prior to implementation. Where an employee has no earnings from a paycheck from which deduction has to be made, the County shall not be responsible for collecting the dues or program fees.

SECTION 6. Indemnification It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the employer harmless from any and all claims, suits, judgments, attachments, and from any other form of liability, including legal fees and other reasonable and necessary expenses, arising out of, or resulting from, any deduction from wages made in accordance with this Article, or in reliance upon any authorization card or list relating thereto which is furnished to the County by CSEA.

ARTICLE 5
WORKDAY/WORKWEEK

SECTION 1. Workday/Workweek

A. Forty (40) Hour Per Week Employees

Employees, except clerical, in the Highway, Probation, and Buildings and Grounds Departments shall work forty (40) hours per week.

B. Thirty-five (35) Hour Per Week Employees

All employees not identified in Section 1A of Article 5 shall work thirty-five (35) hours per week.

C. Regular Workday

The regular workday may be scheduled between the hours of 7:00 a.m. and 6:00 p.m. unless, at the time of the signing of this contract, an employee is working in a position that is assigned different hours.

D. Early Call Outs

In the event of an early call out (excluding employees who are on-call), the workday shall commence at the time of the call out and shall not exceed the number of work hours in a regular workday unless authorized by the Department Head or his/her representative.

E. Regular Work Schedule

1. All present employees (excluding the Highway night crew) shall be assigned a regular work schedule consisting of five (5) consecutive days, Monday through Friday, unless a different schedule is agreed to, in writing, by the County and the employee.
2. Except in cases of emergency or unusual circumstances, should it be necessary to establish a new work schedule departing from the regular work schedule, the County shall give at least 14 calendar days' notice to the employee and CSEA. This previous notice requirement does not include the need for scheduling overtime.
3. Except in cases of emergency, unusual circumstances, or scheduling overtime, in order to maximize operational needs of the County should it be necessary to realign the work schedule of a unit, worksite, or department which departs from the regular work schedule, the County shall give at least 14 calendar days' notice. Notification shall be in writing with a copy to the CSEA Unit President. Moves may be made in less time if mutually agreeable between the employee(s) and the Department Head.
 - a. All realignments require the approval of the appropriate Department Head, Personnel Officer, County Administrator, and Chairman of the Legislature.
 - b. All changes including shifts, pass days, start times, shift assignments, and schedules shall be initially approached through discussion between the affected employees and management. To the extent possible in meeting the

operational needs of the County, these suggestions will be considered in development of the realigned staffing schedule.

- c. Prior to finalizing the realigned schedule, discussions will occur between the County and CSEA to address any concerns regarding the realignment. To the extent possible in meeting the operational needs of the County, these discussions will be considered in development of the final realigned staffing schedule.
4. Upon mutual agreement between the employee and the Department Head or his/her designee, bargaining unit members may work a flexible schedule on a day to day basis. This must occur during the same pay period for thirty-five hour employees and in the same work week for forty hour employees to avoid creating overtime. A permanent flexible work schedule may not be created except as may be outlined above and may not be required to avoid the payment of extra time or overtime. This section may not be applicable to all bargaining unit members and is not grievable or arbitrable. (This section shall sunset at the close of business December 31, 2015 unless extended by mutual agreement of the parties.)

SECTION 2. Workweek The workweek for all employees shall start at 12:01 a.m. Monday and end at 12:00 midnight Sunday.

SECTION 3. Meal Periods All employees shall be granted a non-paid meal period during a workday that exceeds five (5) continuous hours. The meal period shall not be less than thirty (30) nor more than sixty (60) minutes and shall be established with the work schedule. When possible, the meal period shall be scheduled at the middle of each workday.

- A. Meal periods shall not be used to adjust the regularly scheduled workday start and stop times.
- B. Unused meal periods shall be forfeited, except that for employees who, because of job related legal proceedings or job related medical emergencies are not allowed meal periods, shall accrue compensatory time in accordance with Article 23.
- C. Employees scheduled for a meal period between the hours of 11:00 a.m. - 2:00 p.m. may make periodic requests from their Department Head, or designee, to flex a specific day's meal period for a specific need between 11:00 a.m. – 2:00 p.m. (i.e.: medical appointment, school appointment).
- D. Requests need to be submitted as far in advance as possible and must have prior approval of the Department Head/designee.
- E. For those employees scheduled for a meal period other than between 11:00 a.m. – 2:00 p.m., requests to flex their lunch period will be reviewed on a case-by-case basis by the Department Head, County Administrator, and the Personnel Officer.
- F. The County may periodically alter the lunch period between 11:00 a.m. – 2:00 p.m. to meet a specific training need. Prior notification will be provided as far in advance as

possible, but does not need to meet the 14 day requirement, as outlined in Article 5 Workday/Workweek Section 1.

- G. If travel time to and/or from training does not allow for a full meal period to be taken in Cortland County between the hours of 11:00 a.m. – 2:00 p.m., the employee will be eligible for meal reimbursement at the appropriate rates with submission of a meal receipt.
- H. Travel time to and/or from training cannot be considered part of meal period, as it is compensable work time.

SECTION 4. Rest Periods All full-time employees shall receive two (2) fifteen (15) minute rest periods per workday. Rest periods are intended to be taken at mid-point of the hours worked prior to and after the meal period.

Part-time employees must be scheduled to work a minimum of four (4) consecutive hours to receive a fifteen (15) minute rest period.

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

Unused rest periods shall be forfeited.

SECTION 5. On-Call Pay An employee, as designated by the Department Head, who is on-call is one who carries a County-issued cellular phone or pager for on-call purposes. When an employee is scheduled for on-call, she/he will provide appropriate and necessary services, as defined by the Department Head. There will be a joint labor/management committee to deal with the subject of the on-call assignment procedure for each affected department. The committee shall consist of the Unit President and designee, the Department Head or designee, and the Personnel Officer. Assignment of on-call duties shall not be made as a punitive measure. Extra help may be called in to work in accordance with department policy to provide coverage. Any supervisor on-call shall participate in coverage him/herself in emergency situations. Such participation shall not be limited to covering telephones but shall extend to all required duties.

The designated on-call worker/supervisor shall be paid at the following rates:

- A. \$49.00 Each weeknight Monday through Friday
- B. \$64.00 For each 24 hour period falling on a weekend or County-observed holiday
- C. Weeknight periods shall begin at 4:30 p.m. each weeknight and shall end at 8:30 a.m. the following weekday.
- D. Weekend twenty-four (24) hour periods begin at 8:30 a.m. Saturday and/or 8:30 a.m. on Sunday and end at 8:30 a.m. on Monday.
- E. Holiday twenty-four (24) hour periods begin at 8:30 a.m. on the County-observed holiday and end at 8:30 a.m. on the following day.

- F. In addition, each employee on-call shall receive compensation, pursuant to Article 23 of the contractual Agreement, for time spent on telephone calls, processing case records, and time spent away from the employee's residence.
- G. On-call employees shall be provided with a County-issued cellular phone or pager for use during the on-call period.

SECTION 6. Callback Pay An employee who is not on-call, per Article 5, Section 5, and who is required to return to work after having left work shall receive a minimum of four (4) hours pay, unless the time extends his/her regular workday. An employee shall not be paid more than four (4) hours of return pay for the same work or repair in any twenty-four hour period, unless the employee actually works more than four (4) hours.

ARTICLE 6
GRIEVANCE PROCEDURE

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

SECTION 2. Definitions For the purpose of this Article, the following definitions shall apply:

- A. Grievant CSEA or a member of this bargaining unit of CSEA
- B. Grievance any alleged violation of terms and conditions of employment as defined in this Agreement, including any misinterpretation or misapplication of this Agreement or past practice as defined in Article 6, Section 10.
- C. Supervisor the employee's immediate supervisor
- D. Department Head the person ultimately responsible for the management of the individual department
- E. County Chairman the person elected as the Chairman of the Cortland County Legislature
- F. Designee the person appointed by the Department Head or County to act on his/her behalf in matters pertaining to this Agreement
- G. CSEA the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the recognized Union, by the Cortland County Unit 6550, Cortland County Local 812
- H. Representative any person authorized by the CSEA to represent the grievant in procedures hereunder

- I. Day one (1) full working day in which the employee worked, or was scheduled to have worked, after the day the grievance was filed.

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

SECTION 4. Class Action Grievance Any class action grievance impacting more than one Department Head, filed by the CSEA Unit President, shall be filed directly with the Chairman at Level III.

SECTION 5. Procedure for Level I

- A. Within five (5) working days of the occurrence of the alleged grievance, or within five (5) working days within which the grievant knew of the alleged grievance, the grievant, with or without CSEA representation, shall 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 CSEA Unit President or the Department Head in which the grievance arises, 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 Department Head.
- B. Within ten (10) working days of the receipt of the written grievance, the Department Head may convene a meeting with the grievant, the grievant's CSEA representative, and any other persons deemed appropriate by the Department Head for the purpose of resolving the grievance.
- C. If the grievance is resolved at the meeting, the Department Head will provide a copy of the resolution, in writing, to the grievant, the Personnel Officer, and the CSEA Unit President.
- D. If the grievance is not resolved at the meeting, within five (5) working days, the Department Head shall deliver, in writing, his/her decision on the grievance to the grievant, the Personnel Officer, and the CSEA Unit President.
- E. If a meeting is not convened, the Department Head 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 CSEA Unit President.
- F. If the written decision does not result in a satisfactory resolution, the grievant, at his/her option, may proceed to Level III.

SECTION 7. Procedure for Level III

- A. Within five (5) working days of receipt of the decision at Level II, the grievant may submit to the County Chairman the grievance, in writing, accompanied by copies of all prior documentation and correspondence. The Chairman, or his/her designee, may schedule a meeting within ten (10) working days of receipt of the written grievance with the grievant, the grievant's CSEA representative, and any other person deemed appropriate by the Chairman. The purpose of the meeting is to resolve the grievance.
- B. If the grievance is resolved at this meeting, the Chairman will provide a copy of the resolution, in writing, to the grievant, with a copy to the CSEA Unit President, the Department Head, and the Personnel Officer.
- C. If the grievance is not resolved as a result of the meeting, the Chairman shall, within ten (10) working days after the meeting, deliver to the grievant, in writing, his/her decision in the matter with a copy to the CSEA Unit President, the Department Head, and the Personnel Officer.
- D. If the decision is not satisfactory to the grievant and/or CSEA, they may proceed to Level IV.

SECTION 8. Procedure for Level IV

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

SECTION 9. Resolutions or settlements at Levels I, II, and III shall be in writing and signed by both parties.

SECTION 10. To establish a past practice, CSEA shall demonstrate the existence of "an established past practice"; the practice must be unequivocal; and the practice must have been in existence for a significant period of time; and the employees could reasonably expect the practice to continue without change.

ARTICLE 7
DISCIPLINE AND DISCHARGE

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

SECTION 2. Employees within the non-competitive and labor classes of the County shall receive, after one (1) year of full-time consecutive service, or its part-time equivalent, access to this provision.

SECTION 3. Disciplinary action shall include, but not be limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be imposed by the County.

SECTION 4. A notice of such discipline shall be made, in writing, and served upon the employee prior to or at the time of imposition of penalty with a copy to the CSEA Unit President and Personnel Officer. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

SECTION 5. If the employee disagrees with the disciplinary action imposed, the employee and/or the CSEA may submit a grievance at the Level II of the Grievance Procedure as specified in Article 6 of this Agreement.

SECTION 6. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the CSEA and the matter will be settled in its entirety.

SECTION 7. Subject to a written agreement between the CSEA and the Personnel Officer, the time limit herein specified may be extended.

SECTION 8. If an employee elects to do so, she/he shall have the right to be represented by a CSEA representative in disciplinary matters. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head. The employee may waive his/her rights to the procedure as outlined herein.

Any settlement agreed upon between the parties shall be in writing and shall be final and binding upon all parties. Copies of all settlements shall be sent to the Personnel Officer and CSEA Unit President.

SECTION 9. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; however, such time limitation shall not apply where the act(s) would, if proven in a court of appropriate jurisdiction, constitute a crime.

ARTICLE 8
HOLIDAYS

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

Holiday	Day observed by County in 2015	Day observed by County in 2016	Day observed by County in 2017	Day observed by County in 2018
New Year's Day	Thurs, Jan 1	Fri, Jan 1	Mon, Jan 2	Mon, Jan 1
Martin Luther King's Birthday	Mon, Jan 19	Mon, Jan 18	Mon, Jan 16	Mon, Jan 15
President's Day	Mon, Feb 16	Mon, Feb 15	Mon, Feb 20	Mon, Feb 19
Memorial Day	Mon, May 25	Mon, May 30	Mon, May 29	Mon, May 28
Independence Day	Fri, July 3	Mon, July 4	Tues, July 4	Wed, July 4
Labor Day	Mon, Sept 7	Mon, Sept 5	Mon, Sept 4	Mon, Sept 3
Columbus Day	Mon, Oct 12	Mon, Oct 10	Mon, Oct 9	Mon, Oct 8
Veteran's Day	Wed, Nov 11	Fri, Nov 11	Fri, Nov 10	Mon, Nov 12
Thanksgiving Day	Thurs, Nov 26	Thurs, Nov 24	Thurs, Nov 23	Thurs, Nov 22
Friday after Thanksgiving	Fri, Nov 27	Fri, Nov 25	Fri, Nov 24	Fri, Nov 23
December 24	Thurs, Dec 24	Fri, Dec 23	Fri, Dec 22	Mon, Dec 24
Christmas Day	Fri., Dec 25	Mon, Dec 26	Mon, Dec 25	Tues, Dec 25

One (1) Floating Holiday in addition to the above if hired prior to July 1 in the year in which the employee is hired.

SECTION 2. Holidays that fall on Saturday or Sunday shall be observed as in Section 1 above.

SECTION 3. Employees who are regularly scheduled to work on the observed holidays, as outlined in Section 1 above, shall receive the day off with pay computed at their regular straight-time hourly rate for the number of hours for which they are regularly scheduled to work up to a maximum of either seven (7) hours [for a 35-hour per week employee] or eight (8) hours [for a 40-hour per week employee]. Fulltime employees whose regular workday exceeds the maximum on the observed day of the holiday shall be compensated for all regular scheduled hours at their straight time hourly rate. The regular work schedule shall not be adjusted to avoid payment of holiday pay.

SECTION 4. Employees whose regularly scheduled day off occurs on the observed holiday, as outlined in Section 1 above, shall receive seven (7) hours [for a 35-hour per week employee] or eight (8) hours [for a 40-hour per week employee] of holiday time off to be taken within thirty (30) days before or thirty (30) days after the actual holiday. If an employee takes the holiday time off

prior to the observed holiday and is then separated from County service, payment for the holiday pay will be deducted from the employee's final paycheck.

SECTION 5.

- A. An employee (except an employee who is on-call) who is required to work on any County-observed holiday, except the floating holiday, shall be paid time and one-half, or if she/he chooses, shall earn compensatory time for all hours worked plus the holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are regularly scheduled to work up to a maximum of either seven (7) hours [for a 35 hour per week employee] or eight (8) hours [for a 40-hour per week employee]. Fulltime employees whose regular workday exceeds the maximum on the observed day of the holiday shall be compensated for all regular scheduled hours at their straight time hourly rate. No one shall be paid holiday pay twice for the same holiday.
- B. Employees who are on-call on the County-observed holiday will be paid the straight time holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are regularly scheduled to work up to a maximum of either seven (7) hours [for a 35-hour per week employee] or eight (8) hours [for a 40-hour per week employee], in addition to on-call pay as outlined in Article 5, Section 5.B.

SECTION 6. Any employee required to work on his/her floating holiday shall be allowed to reschedule the floating holiday.

SECTION 7. For an employee to be paid for a holiday, the employee must work his/her regularly scheduled work hours on the workday prior to and on the workday following the holiday.

The use of paid benefit time, other than sick time, for which prior approval has been given shall be exempt from Article 8, Section 7.

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

SECTION 8. If an employee is absent from work due to illness on either the last regularly scheduled workday prior to the holiday or the first regularly scheduled workday following the holiday, he/she shall forfeit being paid for the holiday unless the absence is verified by a medical provider's statement, if requested by the Department Head.

If an employee is absent from work due to illness on both the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday following the holiday, she/he shall forfeit being paid for the holiday unless the absence is verified by a medical provider's statement. Use of sick time for which prior notification has been given shall be exempt from Article 8, Section 7.

SECTION 9. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

ARTICLE 9
VACATION

SECTION 1. Except for those employees who are discharged, terminated in accordance with Civil Service Rule XIX following an absence without leave, or otherwise terminated for cause, the County 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.

<i>Years of Credit</i>	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
<i>At Least</i>		
1 month	0.8333	10
2 years	0.9167	11
3 years	1	12
4 years	1.0833	13
5 years	1.1667	14
6 years	1.25	15
7 years	1.3333	16
8 years	1.4167	17
9 years	1.5	18
10 years	1.5833	19
11 years	1.6667	20
15 years	1.75	21
18 years	1.8333	22
21 years	2	24
25 or more years	2.0833	25

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.

A new employee must start on or before the 15th of the month to earn vacation time for that month.

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

SECTION 2. Maximum Vacation Accumulation The maximum vacation time that can be accumulated by each employee at one point in time is 350 hours [for a 35-hour per week employee] or 400 hours [for a 40-hour per week employee]. 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 Department Head has refused vacation usage.

SECTION 3. Vacation Eligibility Requirements Employees shall accrue vacation beginning the day of hire; however, they shall not be eligible to use vacation accruals until after six (6) consecutive months of employment with the County.

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.

SECTION 5. Request for Vacation In order to assure orderly performance and continuity of those municipal services provided by the employees and their respective Department, each employee wishing to schedule vacation should request 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 as many months in advance as possible, but no more than 12 months in advance.

Requests for vacation shall be granted upon approval of the Department Head, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of municipal 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 municipal 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 in the County:

- vacation requests shall be submitted to the Department Head, in writing, and will be processed on a first-received, first-granted basis;
- in the event requests are received by the Department Head at the same time for the same vacation period, departmental seniority will be the determining factor.

SECTION 7. Vacation Cancellation Except in the case of an emergency, as determined by the Department Head, the County Administrator, and Chairman of the Legislature, no approved vacation shall be cancelled by the County.

An employee who is not able to take vacation because he/she is required by the County to work his/her vacation shall have the option of taking vacation at another time or to be compensated with equal pay.

SECTION 8. Vacation Call Back Except in the case of an emergency, as determined by the County Administrator and/or Chairman of the Legislature, or unless mandated by law, no employee shall be required to return to and appear for work during his/her scheduled vacation period once it has begun (including any holidays or other days off which constitute a part of the vacation period).

SECTION 9. Separation from Service Any employee who resigns, retires, or is otherwise separated from the service of the County, except those who are discharged for cause, shall receive

vacation pay for all of his/her accrued vacation upon separation from employment with the County provided that:

- A. the employee has completed six (6) months of continuous service with the County;
- B. in the case of resignation or retirement, the employee gives ten (10) working days written notice to the Personnel Officer and the Department Head; and
- C. the employee works ten (10) working days (days do not need to be consecutive but must include the last day of employment) following the day written notification is given, unless the employee has a death in his/her immediate family (as defined in Article 18 Section 1); is required to report for jury duty as defined in Article 30; or is required to be absent from work for any other unforeseen reason that, at the discretion of the 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 Personnel Officer, in consultation with the Department Head, the ten (10) day requirement may be waived and the employee paid for the accrued, but unused, vacation time.

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

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

SECTION 10. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

SECTION 11. Use of Accrued Vacation to pay Health Insurance Premium

- A. Effective January 1, 2015, employees may convert accrued vacation days to monies to be used toward payment of their health care premium. Up to 4 days may be converted annually. A minimum of 10 days of accrued vacation must be available at the time of declaration.

Individuals will declare in writing the intent to make this conversion during the health care open enrollment period of the prior year. The dollar amount will be applied toward the employee's health care premium contribution for the next calendar year and spread out equally to each pay period.

- B. At the time of retirement, bargaining unit members may opt to apply some or all of their accrued vacation towards payment of retiree health insurance premiums. If the retiree should die prior to exhausting all of the accrued vacation, the remainder shall be paid to the retiree's estate.

ARTICLE 10
INSURANCE

SECTION 1. Health Insurance The County may change the present group medical insurance plan, and/or carrier, provided that any new plan or carrier put into effect must be equal to or better than those prevailing at the time this Agreement was executed.

SECTION 2. Said plan will be provided as follows:

For employees who are regularly scheduled to work between 50-60% Full Time Equivalent (FTE) the County shall contribute 70% of the monthly premium.

For employees who are regularly scheduled to work 60% FTE or more the County shall contribute 80% to the monthly premium.

Bargaining unit members shall pay 20% of the premium rate.

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

Maintenance medications

A. Employees may obtain available brand name prescription maintenance medications through the voluntary international mail order program from SBTMed (CanaRx Services Inc.) at \$0 co pay. Please check available medications list at the Personnel Office or sbtmeds.com.

B. Employees who fill prescriptions for maintenance medications through the domestic mail order program will pay one co-pay per 90-day supply:

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

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

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

UPON THE FOURTH REFILL AT RETAIL, EMPLOYEES SHALL PAY A PENALTY CO-PAY AT 50% OF THE DRUG COST.

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

Non-maintenance medications

\$10 for generic

\$20 for brand name formulary

\$35 for non-formulary

Employees shall be required to fill all prescriptions with the generic brand when available. Should the employee voluntarily elect not to fill with the generic brand, the employee will be responsible for the cost between the generic and the drug selected (name brand or 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 10 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 Dental and/or Vision Insurance Plan agreed upon. The coverage shall be for the employee and/or family and will be provided as follows:

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

SECTION 7. Enrollment in the Dental and/or Vision Insurance Plan shall take effect as described in Section 4 of Article 10 or during the open enrollment period held at six (6) month intervals.

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

SECTION 9. Health Insurance Coverage Upon Retirement

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

- A. Completion of a minimum of ten (10) years* service (Employees hired on or after January 1, 2005 will require ten (10) consecutive years) with Cortland County;
- B. are employed by Cortland County at the time of retirement;
- C. are enrolled in the health plan at the time of retirement;

- D. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System; and
- E. be at least 55 years old.

The payment of the monthly premium shall be as follows:

For employees who retire and were hired prior to January 1, 1990:

<u>Employee Share</u>	<u>County Share</u>
10%	90%

For employees who retire and were hired between January 1, 1990 and December 31, 2005:

<u>Employee Share</u>	<u>County Share</u>
20%	80%

For employees hired on or after January 1, 2006:

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

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.

*Employees hired on or after January 1, 2011 will be required to complete 15 years of service to qualify for health insurance in retirement at a contribution rate of 35/65%.

SECTION 10. The parties agree that a final appeal process for a determination by a Third Party Administrator (TPA), not recognized by the NYS Insurance Department, that requested medical services are not medically necessary, experimental, or investigational, is as follows:

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

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

SECTION 11. Health and Wellness Committee

It is agreed that the County and CSEA shall continue a joint Health and Wellness Committee that has three members appointed by the Unit President and three members appointed by the County. Each party shall designate a co-chair. The County shall provide \$5,000 in funding in each year of the Agreement. Unused money shall be rolled over and added to the next year's funding with a cap of \$10,000. The Health and Wellness Committee shall be charged with identifying healthy living programs that will be funded in part or entirely by the Committee.

ARTICLE 11
RETIREMENT

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

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

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

Section 41(k) (military service credit buy back).

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

ARTICLE 12
FAMILY AND MEDICAL LEAVE

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

ARTICLE 13
SICK LEAVE

SECTION 1. Each employee shall be permitted to accumulate up to 200 days (1,400 hours for a 35-hour per week employee or 1,600 hours for a 40-hour per week employee) of paid sick leave. This earned sick leave may be applied toward time off due to personal illness, FMLA qualified family sick leave, as defined in Article 15, Family Sick Leave, personal injury, other personal medical disability, and personal medical appointments. Such leave shall be reduced by the appropriate amount of time absent. Sick leave shall accumulate at the rate of seven (7) hours per month for 35-hour employees and eight (8) hours per month for 40-hour employees. Sick leave may be used in one-quarter (1/4)-hour increments. Except as may otherwise be allowed in this Agreement, no credit for sick leave under this rule shall be allowed unless the employee has been on full pay status for more than half the working days of the calendar month.

SECTION 2. Employees hired under this Agreement shall receive seven (7) hours [for a 35-hour per week employee] or eight (8) hours [for a 40-hour per week employee] 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 either an extra seven (7) [for a 35-hour per week employee] or eight (8) [for a 40-hour per week employee] hours of vacation leave.

SECTION 4. At the time of retirement, employees shall use the first 165 unused sick leave days as extra pension credit in accordance with the rules established by the New York State Employees Retirement System. Employees may convert up to 35 unused sick leave days in excess of the 165 on a two-for-one basis not to exceed \$1,750 to pay for the employee's portion of retiree health insurance.

SECTION 5. 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.

When an employee has used eight (8) equivalent full days of paid sick/family sick leave in a calendar year the Personnel Office shall review usage to determine eligibility for Family Medical Leave Act application.

When an employee has used in excess of twelve (12) equivalent full days of paid sick/family sick leave in a calendar year which are not verified by a medical provider's statement, the Department Head shall require a statement from the medical provider's office or a statement from the family member's medical provider's office during the remainder of the calendar year and the employee will not be allowed to return to work without a doctor's note. Leave accruals will be utilized for all absences.

SECTION 6. Employees are required to call in to their designated Department phone number, prior of the start of their regularly scheduled work shift when utilizing sick leave, if no prior notification has been given.

SECTION 7. Sick and/or Family Sick leave may be used the last regularly scheduled workday preceding or following a holiday if a statement of need from a medical provider is furnished, when requested by the Department Head.

SECTION 8. Unless an employee is returning to work without work restrictions – approval to return to work must be granted by the County Administrator, Department Head, and Personnel Officer.

SECTION 9. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

ARTICLE 14
EMERGENCY POOL

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

SECTION 2. An employee may donate accrued vacation, compensatory (excluding Management), 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 Office shall keep track of the total hours available in the pool.

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

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

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

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

SECTION 7. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

ARTICLE 15
FAMILY SICK LEAVE

An employee shall be allowed to use up to a maximum of thirty-five (35) hours [for a 35-hour per week employee] or forty (40) hours [for a 40-hour per week employee] 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, son/daughter-in-law, or other person who is a member of the household. The Department Head may request written documentation from the employee to verify residency of other household members.

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

ARTICLE 16
PERSONAL LEAVE

SECTION 1. Each employee shall be entitled to twenty-eight (28) hours [for a 35-hour per week employee] or thirty-two (32) hours [for a 40-hour per week employee] of paid personal leave per calendar year. Employees who work at least half time but less than full-time will receive prorated personal time in accordance with their regularly scheduled hours per week. Personal leave may be used in one-quarter (1/4) hour increments.

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

Date of Hire	Time Earned (40 Hours/Week)	Time Earned (35 Hours/Week)
1/01 - 2/14	32 hours	28 hours
2/15 - 3/31	28 hours	24.5 hours
4/01 - 5/14	24 hours	21 hours
5/15 - 6/30	20 hours	17.5 hours
7/01 - 8/14	16 hours	14 hours
8/15 - 9/30	12 hours	10.5 hours
10/01 - 11/14	8 hours	7 hours
11/15 - 12/31	4 hours	3.5 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 (40 Hours/Week)	Total Time Allowed to be Used (35 Hours/Week)
1/01 - 2/14	4 hours	3.5 hours
2/15 - 3/31	8 hours	7 hours
4/01 - 5/14	12 hours	10.5 hours
5/15 - 6/30	16 hours	14 hours
7/01 - 8/14	20 hours	17.5 hours
8/15 - 9/30	24 hours	21 hours
10/01 - 11/14	28 hours	24.5 hours
11/15 - 12/31	32 hours	28 hours

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

SECTION 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 Department Head, 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 17
EXCESSIVE ABSENTEEISM, TARDINESS,
EARLY DEPARTURE, OR ABUSE OF SICK LEAVE

It is understood that excessive absenteeism, excessive tardiness, excessive early departure, abuse, and/or false representation of sick leave constitutes just cause for discipline subject to the terms of Article 7 Discipline and Discharge and it is the intent of the County to take corrective action.

ARTICLE 18
BEREAVEMENT 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 Department Head 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 for other accommodations. The Personnel Officer shall have sole authority to grant an exception and the decision shall not be subject to the grievance and arbitration procedure.

SECTION 2. In the event of the death of any relative not outlined in Section 1 of this Article, the employee shall be excused from work at his/her request on the day of the funeral utilizing accrued personal leave, vacation leave, floating holiday, or comp time.

SECTION 3. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

ARTICLE 19
LEAVE OF ABSENCE

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

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

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

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

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

SECTION 6. An employee on an unpaid leave of absence will continue to receive health insurance benefits as prescribed in Article 10 for a period not to exceed three (3) months.

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

SECTION 8. An unpaid leave of absence may be terminated prior to the original expiration date upon agreement of the employee and the Department Head.

SECTION 9. Use of an unpaid leave of absence for purposes other than those for which it was granted shall be deemed a resignation upon the date such leave commenced.

SECTION 10. An employee may not take an unpaid leave of absence to accept other employment. Acceptance of other employment while on leave without pay shall be deemed a resignation upon the date such leave commenced.

ARTICLE 20
WAGES

SECTION 1. Wages

- A. A six step increment system (equal to a 4% increase between two year steps) shall be continued. On January 1, 2013, a new step 7 was added that is two percent (2%) higher than step 6.
- B. Compensation shall be applied to salaries and corresponding hourly rates as follows:
- January 1, 2015 – Salary Increase based on CPI-W Northeast Region October report with 1% Floor and 1.5% ceiling
 - January 1, 2016 - Salary Increase based on CPI-W Northeast Region October report with 1% Floor and 1.5% ceiling
 - January 1, 2017 - Salary Increase based on CPI-W Northeast Region October report with 1% Floor and 1.5% ceiling
 - January 1, 2018 - Salary Increase based on CPI-W Northeast Region October report with 1% Floor and 2.0% ceiling

SECTION 2. Employees not at the job rate of the grade shall move to the next step upon the completion of 2, 4, 6, 8, 10, and 12 years in the title upon their anniversary in that position. No employee may exceed the job rate of the grade.

SECTION 3. Employees shall begin employment at the Step 1 for the grade unless the Personnel Committee determines that the need for the services or the employee's experience require that compensation be fixed at a higher Step.

SECTION 4. Promotions

- A. A promotion means movement to a higher salary grade position.
- B. An employee who is promoted shall be placed at the minimum of the new grade unless the current hourly rate is above the minimum, in which case, they will be placed in the Step immediately above their current hourly rate. No one shall exceed the top of the range for the new grade.

SECTION 5. Demotions

- A. A demotion means movement to a lower salary grade position either voluntarily or as a result of disciplinary action.
- B. An employee who is demoted shall be placed in the new grade at the step that includes the previous service in the previous title and the title from which the employee is being demoted.

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

ARTICLE 21
LONGEVITY

All County employees shall be entitled to receive an annual non-cumulative longevity payment in accordance with the schedule listed in this Article.

County employees in positions listed in Appendix B of this Agreement shall be entitled to receive a longevity payment when they have completed at least fifteen (15) years of continuous County employment. Longevity payments shall commence in the year in which the employee becomes eligible.

Employees who move from less than half-time to half-time or more will receive service credit for longevity purposes from the initial part-time date of hire as long as the service is continuous.

Longevity payments will be prorated. If an employee has been on full pay status for less than one-half the working days of the calendar month, longevity will not be credited for that calendar month.

Only regularly scheduled employees who are on the County payroll at the time of the longevity payment will be entitled to the longevity benefit. Employees who retire prior to the longevity payment will receive a prorated amount at the time of retirement based on his/her date of retirement.

Longevity payments shall be made according to the schedule below.

<u>Years of Service</u>	<u>Annual Amount</u>
At least 15 but less than 20	\$1,500
At least 20 but less than 25	\$2,000
At least 25 but less than 30	\$2,500
At least 30 but less than 35	\$3,000
At least 35 but less than 40	\$3,500

Longevity payments shall be made by the County in one lump sum payment in a separate paycheck to the employee in the payroll period after the employee's anniversary date.

Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

ARTICLE 22
SHIFT DIFFERENTIAL

Effective at the time of the signing of this Agreement, an employee who works between the hours of 6 p.m. and 7 a.m. will receive an additional \$.60 per hour for those hours. This shift differential will be added to the employee's regular compensation rate.

ARTICLE 23
OVERTIME

No time shall be worked in excess of the regular work schedule unless specifically directed or authorized by the Department Head or his/her designated representative. In order to pay for overtime in the form of compensatory time, the employee must designate compensatory time prior to the overtime being worked. Any such time worked in excess of the regular work schedule shall be compensated for in the following manner:

- A. For overtime hours worked in excess of thirty-five (35) hours per week, but less than forty (40) hours per week, employees shall receive either:
 - 1. compensatory time off on an hour-for-hour basis or
 - 2. paid straight time.
- B. For overtime worked in excess of forty (40) hours per week, employees shall receive either:
 - 1. compensatory time at the rate of one-and-one-half (1½) times the time worked or
 - 2. paid overtime at one-and-one-half (1 ½) times his/her regular hourly rate

Approval of paid time or compensatory time, when budgetary concerns dictate, will be upon mutual agreement of an employee and his/her Department Head.

- C. Compensatory time may be accumulated as follows:
 - 1. For a thirty-five (35) hour regular workweek, a maximum of thirty-five (35) hours may be accumulated on leave accruals at one time;
 - 2. For a forty (40) hour regular workweek, a maximum of forty (40) hours may be accumulated on leave accruals at one time.
- D. Once the maximum accumulation of compensatory time is attained, overtime shall be paid in accordance with A2 or B2 of Article 23. Once the accumulated total is less than the maximum allowed, further compensatory time may be accrued up to the maximum accumulation allowed.
- E. Employees may request use of compensatory time in the same manner as other leaves. If use is denied, the employee shall have the option to be paid for the requested time in the next payroll period.
- F. Unused compensatory time shall be paid at the time of permanent separation at the employee's regular hourly rate.
- G. An employee who transfers to another department shall be paid out for his/her unused compensatory time.
- H. Compensation shall not be paid (or compensatory time earned) more than once for the same hours under any provision of this Contract.

ARTICLE 24
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 25
REIMBURSEMENTS

SECTION 1. Employees covered by this Agreement in the Buildings and Grounds, Area Agency on Aging, and Highway Departments who are currently issued work clothing shall continue to be provided by the County with clean and presentable work clothing to be laundered and provided through a uniform rental service. Any clothing issued by the County will be worn by the employee to whom it is issued and shall be returned to the County upon leaving County service. Failure to return items shall result in deduction from final paycheck.

The County reserves the right to determine the manner in which this work clothing is to be provided, to select the uniform rental service, and to select the style and color of the work clothing. Clothing items shall be replaced when unserviceable. Unless otherwise mutually agreed, this work clothing shall consist of the following:

Building and Grounds Department

- A. Work pants
- B. Work shirts
- C. Name patches
- D. County patches
- E. Coveralls
- F. Winter Work Wear (Building Maintenance Foreperson/Mechanic/Workers and HVAC)

Landfill Employees (Except support staff) and Highway Garage Mechanics

- A. Work pants
- B. Work shirts
- C. Name patches
- D. County patches
- E. Coveralls
- F. Winter Work Wear

Highway Department (Except Clerical, Engineering, and Highway Garage Mechanics)

With receipt of purchase, employees of the Highway Department shall receive an annual reimbursement of up to \$150.00 (inclusive of safety shoe reimbursement defined in Article 25, Section 4) for safety shoes and/or clothing (outerwear only) appropriate for the work performed. Effective January 1, 2015, the County shall also provide Winter Outer Work Wear and replace unserviceable Winter Outer Work Wear items as needed as determined by the Department Head.

Landfill, Highway Clerical employees, Engineering, and Highway Garage Mechanics shall only be allowed \$110 for safety shoe allowance annually.

Area Agency on Aging

- A. Shirts (Kitchen Staff)
- B. Chef's pants and shirts (Cook and Senior Cook)

SECTION 2. New employees hired in positions required to wear County-issued work clothing shall be provided the appropriate work clothing in accordance with Article 25, Section 1.

SECTION 3. There will be a joint labor/management committee to deal with the mandatory subjects of clothing for each affected department. The committee shall consist of the CSEA Unit President or designee, the Department Head or designee, one employee from the affected department, and the Personnel Officer or designee.

SECTION 4. The reimbursement rate for safety shoes (if required by the County or statute) shall be \$110 per year for each year of the contract. A receipt or proof of purchase is required for reimbursement.

SECTION 5. The reimbursement rate for prescription safety glasses (if required by the County or statute) shall be \$150 per year for each year of the contract. A receipt or proof of purchase is required for reimbursement.

SECTION 6. Employees shall be reimbursed 50% of the renewal cost for licenses and certifications required to perform their positions. Required CDL holders shall receive 50% of all costs of renewal after deducting the cost of a regular driver's license. For those CDL holders that are also required to have the hazmat endorsement - three (3) MEO's, three (3) HEO's and one (1) Sign Technician - the County will reimburse the employee one hundred percent (100%) of the total cost of obtaining the endorsement, inclusive of fingerprinting and background check costs. The County will pay for the DOT physical every two (2) years at a provider that is determined by the County. All new highway employees will be required to obtain the hazmat endorsement and pass the DOT physical. Current employees may be allowed to drop the hazmat endorsement as new employees obtain the hazmat endorsement as long as the minimum is continued. Current Weigh scale Operator License and Vehicle Inspection License holders shall be reimbursed at 100%. Employees hired on or after January 1, 2011 who require weigh scale operator license or vehicle inspection license shall be reimbursed at 50%.

SECTION 7. Employees authorized to obtain a notary license shall be reimbursed the NYS cost of the license. The County shall waive the County portion of the notary license.

ARTICLE 26
OUT OF TITLE WORK

SECTION 1. The County and CSEA agree that any employee assigned by the Department Head or his/her authorized representative to assume the major duties of a higher grade position (excluding those duties that are performed by the higher grade position on an intermittent basis) for a minimum of two (2) consecutive hours in a single workday, unless the necessity of the work as identified by the Department Head or his/her authorized designee mandates less than a two (2) hour minimum, shall receive the salary of the higher grade level position for the period in which the employee actually assumes the duties of the higher grade level position.

SECTION 2. Holiday pay will be paid at the out of title rate when the employee performs the out of title duties the workday prior to or the workday following the holiday.

ARTICLE 27
MEAL ALLOWANCE

The following meal allowances will be paid only in the event of a call-out of an employee.

SECTION 1. An employee who is called out and who starts work at least one (1) hour prior to the beginning of the regular shift start time shall receive the actual cost up to \$5.00 to cover the cost of a meal.

SECTION 2. An employee who is called out and who works 12 or more consecutive hours shall receive the actual cost up to \$8.50 to cover the cost of a meal. If an employee qualifies for reimbursement under Section 1 of Article 27, this payment shall be in addition to the payment made under Section 1 of Article 27.

SECTION 3. Proper receipts containing the name of the establishment, date of service and name of employee (printed and signature) must be submitted to receive the reimbursement. The maximum amount to be reimbursed in any single calendar day will be \$13.50. Reimbursement will be made in separate checks on a quarterly basis.

ARTICLE 28
TRAVEL ALLOWANCE

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

SECTION 1. Transportation Expense Allowance

A. Travel shall be conducted in the most economical mode of transportation. When public transportation, including air, train, or bus will be used, it should be demonstrated that this form of transportation would be more economical in terms of money and/or time than travel by automobile. Taxes on public transportation tickets will not be reimbursed. Employees will be reimbursed the cost of public transportation incurred when supported by the proper receipt.

- B. The mileage reimbursement rate in accordance with Article 33 will be allowed for the driver of the vehicle only, regardless of the number of employees traveling in the same vehicle on the same trip.

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

- C. Automobile repair or towing expenses for personal automobiles when used for travel on County business are not reimbursable.
- D. Tolls and parking expenses will be reimbursed at actual cost incurred by the employee when supported by proper receipt. Traffic or parking violation tickets are the responsibility of the individual charged with the violation(s), with the exception of a 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 28, 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 28, 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 28, 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 28, 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 29
EDUCATIONAL BENEFITS

SECTION 1. After an employee has completed two (2) years of continuous permanent employment with the County, the employee will be eligible for educational benefits. The County will reimburse 100% of the four-year State University of New York rate for tuition, unless the actual tuition is less, incurred by the employee. Employees seeking an advanced degree (Masters/PhD) shall be reimbursed at the SUNY Masters Degree rate. A course must be completed with a "C" grade or better for the employee to receive reimbursement. Said course(s), which shall not exceed one (1) per semester, must be approved in advance of registration by the employee's Department Head and the appropriate Legislative Committee Chairman.

SECTION 2. Courses conducted by certified educational institutions shall be considered job-related for the purpose of this Article, if they are expected to improve an employee's capability to perform his/her present regular work assignment. Basic skills such as "English" to improve writing skills, or "General Math" to improve business math or arithmetic will be accepted when work related.

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

SECTION 3. Employees taking job-advancement course(s) must file the application for such course(s), approved by the Department Head, with the Personnel Department. The Personnel Department will obtain the approval of the Tuition Review Committee and will place the employee's name on a job-advancement course list according to the date the application is received in the Personnel Department.

The Legislature reserves the right to limit yearly the number of employees allowed to take courses under this Section. Said limit will not be less than ten (10) courses per semester. If more employees apply for job-advancement courses than the limit set by the Legislature, the recipients of the benefit will be decided by lot.

Employees who are not chosen in the lottery may not appeal according to Article 31, Section 6.

SECTION 4. An employee denied the opportunity to attend a certified educational institution for the purpose of taking courses, as defined in Article 29, Section 2 and/or Section 3, at the expense of the County shall be provided a denial in writing from the Department Head or Legislative Committee Chairman.

SECTION 5. Upon notification of denial, as set forth in Section 4 of Article 29, the employee shall have the opportunity to appeal the decision to the Tuition Review Committee by writing to the chairman of the Tuition Review Committee. The Tuition Review Committee shall consist of two individuals appointed by the Chairman of the Legislature, two individuals appointed by the President of CSEA, and one (1) mutually agreed upon neutral third party member who will serve as Committee Chairman. The Tuition Review Committee shall schedule a meeting within seven (7) working days of receipt of the appeal from the employee. The Committee's review shall include an opportunity for the employee and the Department Head, and/or the Legislative Committee Chairman, to address the Committee and explain the rationale. The Committee shall vote to maintain the denial or overturn the decision and approve the course(s). The Committee's decision shall be rendered, in writing, to the employee and the Department Head. The Committee's decision shall be final and binding and will not be grievable or arbitrable.

SECTION 6. An employee who resigns from County employment, excluding for reasons of disability, death, or an event beyond the control of the employee, and has received tuition reimbursement shall be required to refund the County according to the following schedule:

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

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

ARTICLE 30
JURY DUTY

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

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

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

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

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

ARTICLE 31
SENIORITY

In all applications of seniority under this Agreement, an employee's seniority date shall be the date she/he last began employment with the County, except where otherwise provided by this Agreement or Civil Service Law (e.g. reinstatement, veteran status, etc.).

ARTICLE 32
VACANCIES

SECTION 1. Competitive Class Vacancies in the competitive class shall be filled pursuant to Civil Service Law and Rules. Transfers or reassignments will be in accordance with Rule I of the Cortland County Civil Service Rules. Notice of each competitive job vacancy for which no mandated eligible list exists and/or when the last filing date for the next examination has passed, will be posted on a designated bulletin board for each department for a period of not less than five (5) working days. Said posting(s) shall specify the position title, salary, location, and required minimum qualifications.

SECTION 2. Civil Service Examination Fees County employees taking civil service examinations for Cortland County positions shall pay only the fee assessed the County by the New York State Municipal Service Division.

SECTION 3. Non-Competitive and Labor Class Vacancies in the non-competitive and labor classes shall be filled as follows:

- A. Notice of each permanent vacancy shall be posted on a designated bulletin board for each department for a period of not less than five (5) working days. Said posting(s) shall specify the position title, salary, location, and required minimum qualifications. Those applications of employees received before the close of business on the fifth (5th) working day will be given first consideration. Applications will continue to be accepted until the position is filled.
- B. Eligibility for appointment shall be determined by an applicant's meeting the minimum qualifications for the job that shall include his/her aptitude and knowledge of the position, past performance, and seniority.
- C. When the minimum qualifications set forth in Article 32, Section 3B are substantially equal, seniority will prevail.

SECTION 4. Copies of all job postings in accordance with Section 1 and Section 3A of Article 32 and competitive class exam announcements shall be provided to the CSEA Unit President at the time of announcement or posting.

SECTION 5. Non-competitive and labor class employees may request a voluntary demotion to a current vacancy. All applicants shall meet the minimum qualifications for the position/vacancy. Demotion shall mean a job in a lower salary grade. Sections 3B and 3C of Article 32 will not apply to this section.

SECTION 6. Non-competitive and labor class employees may request consideration for transfer or reassignment for a vacancy as defined below.

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

ARTICLE 33
LAYOFF/REDUCTION IN FORCE

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

- A. When layoffs or reductions in force are necessary, the layoff and recall of competitive class employees shall be governed by Civil Service Law Section 80, and Civil Service Rule XXV.
- B. After exhausting all options in Article 33, Section 1A., competitive class employees within a title who were promoted from a non-competitive or labor class position and who had permanent status in the non-competitive or labor class, shall have the right to retreat in accordance with Article 33, Section 2.B. to the previous job title and/or direct line title in which she/he had permanent status provided she/he meets the minimum qualifications on the job description and has the ability to perform the work of that job immediately.

SECTION 2. Layoff or Reduction in Force in the Non-Competitive or Labor Class When layoffs or reductions in force are necessary, employees in a non-competitive or labor class within a department will be laid off and recalled in the manner outlined below.

- A. Layoffs within each title will be conducted in the following order:
 - 1. seasonal employees first, then
 - 2. temporary employees, then
 - 3. part-time employees, who are less than half-time and are probationary, then
 - 4. part-time employees who are less than half-time, then
 - 5. part-time employees who are at least half-time and are probationary.
- B. If further layoffs are necessary after employees defined in Article 33, Section 2.A. are laid off, then permanent employees within a job title in a department shall be laid off in accordance with their departmental seniority. The employee involved shall have the right to displace the junior employee within a title in the same or lower labor grade who has the least seniority provided the employee involved meets the minimum qualifications on the job description and has the ability to perform the work of that job immediately.
- C. The recall of employees shall be in the inverse order of layoff per Article 33, Section 2.B.

SECTION 3. In any instance where a vacancy in the non-competitive or labor class stands to be filled by either an employee applying for promotion or a former employee laid-off from a similar non-competitive or labor class position within the four years preceding the vacancy, the County and CSEA agree that Article 33, Section 2C shall take precedence over Article 32, Section 3; the effect of which shall bring the laid off employee back to work before promoting a current employee.

SECTION 4. Veterans Status in the Non-Competitive and Labor Class For Purposes of Layoff Non-Competitive and Labor Class employees who meet the criteria of being a non-disabled war veteran, as defined by Section 85 of the Civil Service Law, who are permanent and have passed probation, shall have their seniority date back-dated by thirty (30) months. Non-Competitive and Labor Class employees who meet the criteria of being a disabled war veteran, as defined by Section 85 of the Civil Service Law, who are permanent and have passed probation, shall have their seniority date back-dated by sixty (60) months.

ARTICLE 34

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 and in conformance with the County Car Policy.

ARTICLE 35

EQUAL OPPORTUNITY DECLARATION

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

ARTICLE 36

LABOR/MANAGEMENT COMMITTEE

SECTION 1. Meetings between the Chairman of the County Legislature, or his/her Legislative designee, the Personnel Officer, a minimum of three (3) representatives of Management, and a minimum of three (3) representatives of CSEA, shall be held for the purpose of providing communication and discussion for attempted resolution of employment situations between employees and management.

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

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

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

ARTICLE 37
MEDICAL EXAMINATIONS

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

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

ARTICLE 38
PERSONNEL FILES

SECTION 1. Personnel Files The County shall keep a central personnel file in the Personnel/Civil Service Office. Supervisors may keep working files, but material not maintained in the personnel file may not provide the basis for discipline against an employee.

SECTION 2. Inspection Upon written request, an employee may inspect his/her personnel file subject to the following:

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

SECTION 3. Notification Employees will be notified when any disciplinary written warning or counseling memo is placed in their personnel file.

SECTION 4. Employee Response If an employee wishes to respond in writing to an item placed in his/her personnel file in accordance with Section 3 of Article 38, she/he must do so within ten (10) working days of receipt of notification provided in Article 38, Section 3.

ARTICLE 39
WORKERS' COMPENSATION

SECTION 1. The County shall provide Workers' Compensation Insurance in compliance with the New York State Workers' Compensation Law. Leave accruals will not be earned while receiving Workers' Compensation Insurance.

SECTION 2. An employee may elect to use sick leave, personal, or annual leave during the mandatory waiting period, and/or the period of Board determination, in instances of controverted cases. Individuals are required to indicate their intentions, in writing, at the time she/he is claiming to be paid leave, file all required paperwork, and assigns their Workers' Compensation entitled to the County. There will be no changes made once the employee has chosen an elective. The employee may not utilize sick, personal or annual leave while receiving payment from a Workers' Compensation Claim.

Where an employee is awarded Workers' Compensation, the County shall credit the employee's sick 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 40
EMERGENCY CLOSING/INCLEMENT WEATHER

SECTION 1. During severe weather or other emergencies it is expected that all departments will continue to maintain normal operations to the degree possible. All employees are required to report to work unless directed or advised otherwise.

In the event that an employee's office/work site is closed to those employees by the Chairman of the Legislature, or his/her designee, or the County Administrator, due to an emergency, severe weather, or other unforeseen reason such as a power outage, an employee shall be held harmless for pay and benefits.

- A. Employees who are directed or advised not to report to their office/work site or directed to leave work early shall be held harmless for pay and benefits for that day or portion of a day.
- B. Employees who are unable to report to work because of an Emergency Declaration from a position with authority to issue such declaration shall be held harmless for pay and benefits.
- C. If an employee does not report to work by his/her own decision during emergency/severe weather, the employee must choose a payment option for missed work time. Sick leave will not be allowed to be utilized unless there is a legitimate illness.
- D. If an employee reports to work within one-half hour of his/her scheduled start time, and the employee obtains permission from his/her Department Head, or his/her designee, the employee will be permitted to make up for late arrival of less than thirty (30) minutes by shortening his/her meal period and/or break time by a corresponding amount of time. This benefit shall not be unreasonably denied.

- E. If an employee leaves work early by his/her own decision, with authorization from the employee's Department Head, or his/her designee, the employee must choose a payment option other than sick leave for missed work time, unless there is a legitimate illness. Within the department's work requirements/operations, an effort will be made to accommodate requests from employees who desire to leave work early. However, nothing in this provision shall be interpreted as requiring the early release of any one employee or group of employees.
- F. If an employee was scheduled to be absent from work (i.e., vacation, sick, family sick, holiday, comp time, personal), the leave accrual(s) will be used to cover the normal scheduled workday.
- G. Employees designated by the County as critical to solving the problem or emergency and who are required to report to work for such emergency will be paid for their scheduled day during such closure and shall be compensated with comp time equivalent to the time worked after the closing became effective.
- H. Employees who are designated by the County as collateral to solving the problem or emergency and who are required to report to work, if possible, will receive normal pay as required by this contract.

SECTION 2. Only radio and/or television station(s) designated by the County Legislature shall be considered as carrying the official information with regard to Section 1 of this Article. In case of uncertainty, employees are advised to contact the designated phone number for official information or the County website at <http://www.cortland-co.org/>.

SECTION 3. Employees who are on-call will receive benefits under Article 5, Section 5 of this Agreement and not under Section 1-G of Article 40.

ARTICLE 41
PERSONAL APPEARANCE OF EMPLOYEES

It is important that all County employees project a professional image to the patients, clients, and/or members of the general public with whom they interact. Employees are expected to dress in a manner appropriate to their working environment and to the type of work performed. Employees who are required to wear uniforms and safety equipment are expected to wear them in their entirety.

Any employee who does not adhere to this Article may be sent home, using his/her leave accruals. Disputes over appropriate dress may be processed to the Labor Management Committee for resolution. Disciplinary action taken as a result of alleged violations of this Article are subject to Article 8, Discipline.

ARTICLE 42
CORTLAND COUNTY DRUG AND ALCOHOL TESTING POLICY

SECTION 1. The Reasonable Suspicion Alcohol and Controlled Substance policy contained in Appendix C shall become effective only upon implementation of a drug/alcohol program for all other County employees.

SECTION 2. The Cortland County Omnibus Transportation Employee Testing Policy is contained in Appendix D.

ARTICLE 43
COMPLETE/DURATION OF AGREEMENT

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

SECTION 2. This Agreement shall become effective on January 1, 2015 and shall remain in full force and effect through the close of business on December 31, 2018. This Agreement shall be implemented in the normal course of County business.

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

The parties agree that they shall meet for the purposes of re-negotiating the portion(s) of the Agreement that is declared null and void.

ARTICLE 44
AGREEMENT DISTRIBUTION

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

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

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

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

For the County

For the CSEA

Susan Briggs, Chairman

Will Streeter, Labor Relations Specialist

Annette Barber, Personnel Officer

Colin Cummins, Unit President

Laurie Gosse, Deputy Personnel Director

Leif Birdsall, Unit Vice-President

Maureen Spann, Unit Treasurer

Dianna Claflin, Unit Member

Amy Hamilton, Unit Member

Dated

APPENDIX A

CORTLAND COUNTY EXCLUDED TITLES

Administrative Services Manager (Nursing)
Administrative Services Manager
Airport Manager
All Employees covered by the NYSNA Contract
All Employees of the County Sheriff's Department
All Employees of Emergency Response and Communications
Assigned Counsel Administrator
Assistant Director of Fire Emergency Management
Assistant Director of Emergency Response and Communications
Assistant County Attorney
Assistant Director of Patient Services
Assistant District Attorney
Assistant Public Defender
Assistant Stop DWI Coordinator
Audit/Accounts Payable Specialist

Budget Officer

Clerk of the Legislature
Clinical Director of Mental Health Programs
Clinic Technician
Commissioner of Social Services
Commissioner of Elections
Conflict Attorney
Coordinated Services Director
Coroner I
Coroner II
County Administrator
County Attorney
County Auditor
County Clerk
County Historian
County Treasurer

Deputy Clerk to the County Legislature
Deputy Commissioner of Social Services
Deputy County Auditor
Deputy County Clerk 1
Deputy County Clerk 2
Deputy County Treasurer
Deputy Director Information Technology
Deputy Personnel Officer

Deputy Public Health Director
Deputy Superintendent of Highways
Director of Administrative Services
Director of Administrative Services – Mental Health
Director, Area Agency on Aging
Director of Hospice
Director of Central Services
Director of Children with Special Needs
Director of Community Mental Health Services
Director of Information Technology
Director of Emergency Response and Communication
Director of Environmental Health
Director of Fire and Emergency Management
Director of Income Maintenance
Director of Jacobus Center
Director of Medical Services
Director of Motor Vehicles
Director of Patient Services
Director of Planning
Director of Real Property Tax Services
Director of Social Services
Director of Solid Waste
Director of Veterans' Services
Director of Weights and Measures
District Attorney

Employment and Training Director
Election Clerk
Executive Secretary

Family Support Services Director
Fiscal Manager
Fiscal Officer - Highway
Fiscal Officer - Health
Fiscal Officer/Trainee - County Administrator/Treasurer

Grant Administrator
Groundwater Management Coordinator

Highway Engineering Supervisor
Highway Maintenance Supervisor

Investigator (PT)

Legislators

Medical Advisor
Medical Director /Psychiatrist
Medical Director
Mental Health Practitioner
Motor Equipment Fleet Supervisor

Nutrition Program Director

Office Manager

Paralegal (County Attorney, Public Defender (2))
Payroll Coordinator
Payroll Systems Manager
Personnel Technician
Personnel Technician Trainee
Personnel Specialist
Personnel Officer
Pre-K Coordinator
Probation Director II
Project Child Coordinator
Public Defender
Public Health Director
Public Health Programs Manager
Program Director Continuing Day Treatment

Records Management Technician
Recreation Supervisor
Recycling Coordinator

Safety Officer
Senior Election Clerk
Secretary I (Personnel, Employment and Training)
Secretary II
Secretary for County Administration
Secretary to the County Administrator
Secretary for the County Attorney
Secretary for the County Legislature
Secretary for the District Attorney
Secretary for Health
Secretary to Social Services Commissioner
Social Services Attorney
Staff Psychiatrist
Stop DWI Coordinator
Superintendent of Highways
Superintendent of Buildings and Grounds

Youth Bureau Director

APPENDIX B

Grade and Title Structure

<u>GRADE</u>	<u>Title</u>
1	Parts Chaser Recycling Product Sorter Watchperson
2	Cleaner Driver Food Service Helper Laborer Recycling Attendant
3	Custodian
4	Clerk Senior Cleaner
5	Building Maintenance Worker Clinic Aide Community Service Worker Keyboard Specialist Landfill Attendant
6	Index Clerk Senior Clerk
7	Account Clerk Aging Services Worker Case Aide Cook
8	Information Processing Clerk Medical Services Clerk Mental Health Program Aide Motor Vehicle Clerk Public Health Project Assistant Senior Citizen Center Manager Senior Clinic Aide Senior Index Clerk Weigh Scale Operator

9

Building Maintenance Mechanic
Computer Support Specialist
E&T Special Programs Counselor
Family Advocate
Secretary I
Senior Account Clerk
Senior Case Aide
Senior Cook
Social Services Investigator Trainee
Social Welfare Examiner Trainee
Work Experience Program Supervisor

10

Delinquent Tax Receiver
Engineering Technician
Landfill Equipment Operator
Motor Equipment Operator
Sign Technician
Social Welfare Examiner
Senior Medical Services Clerk
Senior Motor Vehicle Clerk
Support Investigator
Tax Map Technician
Volunteer Program Assistant

11

Assistant Real Property Assessor
Health Services Facilitator
Paralegal Assistant
Probation Assistant
Social Services Investigator
Social Services Program Specialist
Real Property Information Specialist

12

Airport Maintenance Worker
Community Services Coordinator
Employment and Training Specialist
Heavy Equipment Operator
Highway Construction Mechanic
Principal Medical Services Clerk
Senior Engineering Technician
Senior Social Welfare Examiner

13

Principal Account Clerk
Senior Social Services Investigator
Welfare Management Systems Specialist

14

Fiscal Officer Trainee
Heavy Equipment Maintenance Mechanic
Highway Crew Leader
Landfill Operations Crew Leader
Paralegal
Planner Trainee

15	<p>Aging Services Specialist Continuing Day Treatment Specialist HVAC System Technician Pastoral Care Coordinator Probation Officer Trainee Public Health Technician</p>
16	<p>Alternatives To Incarceration Officer Health Educator Planner Public Health Educator</p>
17	<p>Aging Services Coordinator Caseworker Computer Programmer Trainee Coordinator Child Support Enforcement Fiscal Officer Mental Health Service Coordinator Network Tech. Nutrition Program Supervisor Probation Officer Social Welfare Manager</p>
18	<p>Building Maintenance Foreperson Public Health Sanitarian Trainee Senior Planner Staff Development Coordinator</p>
19	<p>Accountant Computer Programmer GIS Specialist Trainee Heavy Equipment Maintenance Supervisor Public Health Sanitarian Public Health Social Work Assistant Senior Caseworker Senior Probation Officer</p>
20	<p>Youth Development Services Director</p>
21	<p>Asst. Highway Maintenance Supervisor Case Supervisor Grade B Probation Supervisor</p>
22	<p>Forensic Counselor Mental Health Intensive Case Manager Staff Social Worker Real Property Assessor Supervising Public Health Sanitarian</p>
23	<p>Early Intervention Service Coordinator</p>

24	GIS Specialist Computer Programmer Licensed Master Social Worker Occupational Therapist Trainee Public Health Social Worker Senior Engineer
25	Information Systems Administrator Supervising Early Intervention Coordinator
26	Licensed Clinical Social Worker Early Intervention Specialist Occupational Therapist Physical Therapist Principal Engineer
27	Clinical Fellow in Speech Language Pathology
28	Associate Psychologist Public Health Engineer Speech Language Pathologist
29	Clinical Team Supervisor Dietician

APPENDIX C

REASONABLE SUSPICION ALCOHOL AND CONTROLLED SUBSTANCE FOR NON-CDL BARGAINING UNIT EMPLOYEES

SECTION 1. PURPOSE AND SCOPE OF POLICY

- A. The purpose of this policy is to maintain a drug and alcohol free workplace and to provide for procedures for conducting screenings of employees for the use of illegal drugs and improper use of prescription drugs and alcohol. Cortland County recognizes that an employee's on or off the job involvement with drugs and alcohol can have an impact on work productivity and on the ability to provide a work environment free from the effects of substance abuse. While it is inappropriate for the County to intrude into the private lives of its employees, employees are expected and required to be in a condition to safely and effectively perform their duties throughout the workday.
- B. All testing will be conducted in a manner that will protect the rights of employees and applicants subject to testing. Therefore, Cortland County will take all necessary steps to safeguard the dignity and self-esteem of those being tested and will ensure adherence to all procedures pertaining to the implementation of this Article. Cortland County will adhere strictly to all standards of confidentiality and assure all employees that testing records and results will be released only to those authorized to receive such information.
- C. Employees with substance abuse problems are encouraged to voluntarily seek help from the Employee Assistance Program. However, employees who fail drug or alcohol tests may be disciplined, up to and including termination.
- D. Participation in a counseling, treatment, or rehabilitation program for drug and/or alcohol use or abuse will not be grounds for discharge provided the employee voluntarily enters such a program prior to being identified as a drug user/abuser or alcohol abuser by means such as tests, and before the employee becomes suspected under circumstances satisfactory to the County of being a drug user/abuser or alcohol abuser.

SECTION 2. REASONABLE SUSPICION

- A. The manufacture, distribution, dispensation, possession, purchase, or use of alcohol or controlled substances by employees while at the workplace is prohibited and constitutes grounds for disciplinary action.
- B. Reasonable suspicion exists when a supervisor obtains specific contemporaneous, articulable physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
- C. When there is reasonable suspicion that an employee on duty has alcohol or drugs in his or her system, the employee will be tested. If the employee tests positive, the employee may be subject to discipline up to and including termination in accordance with the disciplinary Article of this Agreement; however, before any reasonable suspicion drug test shall be

conducted, the factors giving rise to reasonable suspicion shall be reviewed with and approved by the head of the department in which the employee works, the Personnel Director, and the County Administrator.

- D. A reasonable suspicion test shall be administered no later than eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the supervisor must document the reason(s) that the test was not properly administered. If the test is not administered within eight hours following the determination of reasonable suspicion or the accident, the supervisor shall cease attempts to administer the test and must document the reason(s) for not administering the test. In the event a test is not administered within the eight hour time frame, the following should occur:
 - 1. No employee shall be allowed to remain on duty until an alcohol test is administered and the employee's alcohol concentration measures 0.02, or
 - 2. Twenty-four hours have elapsed following the determination of reasonable suspicion.
- E. A written record shall be made of the observations leading to a reasonable-suspicion drug or alcohol test and signed by the supervisor or departmental designee who made the observations within twenty-four hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.
- F. If an employee alleges that, because of medical reasons, he or she is unable to provide a sufficient amount of breath to permit a valid breath test, the breath alcohol technician shall instruct the employee a second time to attempt to provide an adequate amount of breath. If the employee continues to allege an inability to provide a sufficient amount of breath for the test, a blood test may be performed upon permission of the employee. The department shall be notified that the employee has refused to be tested if a test is not performed. The employee will be considered to have refused to submit to the alcohol test and will be disciplined pursuant to Paragraph K below unless valid medical documentation is provided to explain the inability to give a sufficient breath sample.
- G. The medical review officer will review the findings of a drug and/or alcohol test with the employee before a final determination is made that the employee did not pass the test. The purpose of this review is to ensure that the findings of a positive test are not based on factors other than the use of the drug and/or alcohol for which the positive result is found.
- H. Employees returning to the workforce following completion of a drug and/or alcohol rehabilitation program will be tested on an unannounced and periodic basis for drugs and/or alcohol up to six times during the twelve months following their return to work. A positive follow-up alcohol test will result in further disciplinary action.
- I. If an employee is convicted of a violation of a criminal drug statute and such violation occurred while the employee was on duty, the employee must notify his or her Department Head of the conviction within five days after such occurrence. (NOTE: This is a requirement of the Drug-Free Workplace Act). Failure to comply with this requirement will result in disciplinary action.

- J. Employees who are disciplined as a result of a violation of this Article shall be referred to the Employee Assistance Program for evaluation and further counseling or treatment by a substance abuse professional.
- K. An employee who tests positive for alcohol and/or drugs will receive a Notice of Discipline, a thirty (30) workday suspension without pay and a mandatory referral to a substance abuse professional. The employee shall be evaluated by the substance abuse professional and follow a rehabilitation program prescribed. The employee shall be subject to all other return-to-work provisions as outlined in this Article. Refusal to comply will result in disciplinary action. A second such occurrence of a positive alcohol and/or drug test within five years of the first occurrence will result in a Notice of Discipline to terminate.
- L. An employee who tests positive for drugs and/or alcohol must submit to a return-to-duty test following a disciplinary suspension.
- M. An employee who refuses to submit to, or fails to follow through with, a drug or alcohol test when this Article requires testing will be subject to disciplinary action.
- N. An employee shall inform his or her supervisor if, prior to beginning work, or while he or she is on duty, that he or she has used or intends to use any prescriptions drugs or other substance that might impair his or her ability to satisfactorily perform assigned duties. Employees are responsible for a thorough understanding of the effects and potential side effects of medications or other chemical substances taken. Failure to notify the supervisor under these circumstances may result in disciplinary action up to and including termination. The Personnel Department and the County Administrator will be consulted prior to such discipline being imposed.

SECTION 3. SUPERVISORY RESPONSIBILITIES

Every supervisor shall:

- A. Consistently apply this Article to all employees under his or her supervision. A supervisor, who fails to apply this Article when he or she believes, or reasonably should believe, that an employee under his or her supervision has committed a violation, will be subject to discipline in accordance with this Agreement.
- B. Initiate the process for having an employee drug or alcohol tested if there is reasonable suspicion that an employee under his or her supervision, when such employee is on duty, has an illegal drug or alcohol in his or her system or is using any legal drug in a manner other than it was intended.
- C. Insure that employees he or she supervises are aware of the requirements and consequences of this Article.
- D. Follow the procedure established by the Department Head for assuring that an employee who is to be tested for alcohol or other drugs is transported to the designated test site, and that those employees for whom there is reasonable suspicion of abuse or who have had a

positive test result are transported home either by personal family/friends or by arranged transportation.

- E. In addition, the County shall ensure that all persons making a referral for testing receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use annually. Trained personnel will use the training to determine whether reasonable suspicion exists to require an employee to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

SECTION 4. EMPLOYEE RESPONSIBILITIES

Every employee shall:

- A. Comply with all applicable laws regulating the manufacture, distribution, dispensation, use or possession of illegal drugs and/or alcohol.
- B. Submit immediately to a drug or alcohol test when directed by his or her supervisor.
- C. Assure that his or her ability to perform his or her job duties is not negatively affected due to use of a drug or alcohol when scheduled to report to work or when on "on-call" status. Should any employee be requested to report to work earlier than his or her normal or previously assigned time, it is the employee's responsibility to advise his or her supervisor of an inability to perform his or her job duties or that he or she has consumed alcohol within the last eight hours prior to reporting to duty. If the employee had received prior notice that he or she might be called back into work, the employee shall be considered AWOL if he or she is unable to report to duty. An employee may be subject to disciplinary action due to inability to report to duty.
- D. Notify his or her Department Head, if convicted of a violation of a criminal drug statute and such violation occurred while the employee was on duty, within five days after such conviction, as required by the Drug-Free Workplace Act.

SECTION 5. COMPLIANCE WITH LAW

- A. Information regarding the testing and referral of employees and applicants under this Article will be treated as confidential in accordance with the requirements of New York State law governing the privacy of employee personnel records.
- B. Searches and seizures are to be conducted in a legal manner. Cortland County reserves the right to conduct searches or inspections of property assigned to an employee whenever a Department Head or his or her designee determines that the search is reasonable under all the circumstances.

APPENDIX D

Omnibus Transportation Employee Testing Policy

This policy is based upon the County's practice and policy prohibiting the use of alcohol and drugs on the job. The County will comply with the Federal Drug Free Workplace Act of 1989, the Omnibus Transportation Employee Testing Act (OTETA), which took effect on January 1, 1996, and US DOT rules which mandate pre-employment, reasonable suspicion, post accident, random, follow-up, and return to duty drug and alcohol testing of employees in various positions requiring the possession of a Commercial Driver's License and defined as safety sensitive.

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

After January 1, 1996, all drivers with a Commercial Driver's License (CDL), performing safety sensitive functions, transporting sixteen (16) or more passengers or operating a motor vehicle requiring a placard, as defined by the Federal Highway Administration, will be subject to drug and alcohol testing.

SAFETY SENSITIVE FUNCTION

1. All time at a carrier facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by employer.
2. All time inspecting equipment, servicing, or conditioning any commercial motor vehicle, at any time.
3. All time spent at the driving controls of a commercial motor vehicle.
4. All time, other than driving time, spent on or in a commercial motor vehicle.
5. All time loading or unloading a commercial motor vehicle, supervising or assisting in loading or unloading a commercial motor vehicle, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle.
6. All time spent performing the driver requirements associated with an accident.
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SUBJECT: Prohibited Alcohol and Controlled Substance-Related Conduct

The following alcohol and controlled substance-related activities are prohibited by the Federal Highway Administration's drug use and alcohol misuse rules for drivers of commercial motor vehicles:

- Reporting for duty or remaining on duty to perform safety sensitive functions while having an alcohol concentration of 0.04 or greater.
- Being on duty or operating a commercial motor vehicle (CMV) while the driver possesses alcohol, unless alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
- Using alcohol while performing safety-sensitive functions.
- When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
- Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion or follow-up testing requirements.
- Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the driver uses any controlled substance. Except when instructed by a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV.
- Reporting for duty, remaining on duty or performing a safety-sensitive function. If the driver tests positive for controlled substances.

SUBJECT: Types of Testing

In order to enhance highway transportation safety, Congress passed the Omnibus Transportation Employee Testing Act of 1991. The Act required the Federal Highway Administration to establish regulations requiring drivers of commercial vehicles to be tested for use of controlled substances and the misuse of alcohol. The following are types of tests required to be performed:

- Pre-employment Testing
- Post-Accident Testing
- Random Testing
- Reasonable Suspicion Testing
- Return-to-Duty Testing
- Follow-up Testing

SPLIT SAMPLE TESTING

Controlled substances tests conducted on or after August 15, 1994 must follow split sample procedures. Under this provision, a driver whose urine has tested positive for a controlled substance has the option (within 72 hours of being notified by the MRO) of having the other portion of the split sample tested at another laboratory. If the second portion of the sample also tests positive, then the driver is subject to sanctions contained in the regulations. If the second portion produces a negative result, or for any reason the second portion is not available, the test is considered negative and no sanctions are imposed.

SUBJECT: Pre-employment Alcohol and Controlled Substance Testing

Prior to the first time a driver performs safety-sensitive functions (any of those on-duty functions listed in the Federal Motor Carrier Safety Regulations) for an employer, the driver must submit to testing for alcohol and controlled substances.

No employer shall allow a driver to perform a safety-sensitive function unless the result of the breath alcohol test indicates a blood alcohol level of less than 0.04 and has received a controlled substance test result from the medical review officer (MRO) indicating a verified negative result.

If the results of the driver's alcohol test indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's regularly scheduled duty period, but not less than 24 hours following the administration of the test.

SUBJECT: Reasonable Suspicion Alcohol and Controlled Substances Testing

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

Reasonable Suspicion - Belief that the driver has violated the alcohol and controlled substances prohibitions based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the driver.

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

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

C. The training shall be a total of one-hundred and twenty (120) minutes.

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

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

Only one supervisor is required to make the observations necessary to require the controlled substance or alcohol test. The Federal Highway Administration believes requiring only one supervisor to make a reasonable suspicion determination responds to the operational realities. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test, in order to preserve protection for the drivers.

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

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

SUBJECT: Post Accident Alcohol and Controlled Substances Testing

As soon as practicable following an accident involving a commercial motor vehicle, each employer shall test for alcohol and controlled substances each surviving driver when either:

- the accident involved a fatality; or
- the driver receives a citation under state or local law for a moving traffic violation arising from the accident

For the purpose of this rule an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

Driver's Responsibility:

A driver who is subject to post-accident testing must remain available, or the employer may consider the driver to have refused to submit to testing. The driver subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident, or until he/she submits to an alcohol test, whichever comes first.

SUBJECT: Random Alcohol Testing

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

- Random alcohol testing shall be administered at a minimum annual rate of 25 percent (25%) of the average number of driver positions.
- The employer shall ensure that random alcohol tests are unannounced and spread reasonably throughout the calendar year.
- The employer shall ensure that drivers selected for random alcohol tests proceed immediately to the testing site upon notification of being selected.
- A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, immediately prior to performing or immediately after performing safety-sensitive functions.
- Employers may pool interstate and intrastate drivers together for random alcohol testing.
- If an employer is required to conduct random alcohol testing under the rules of more than one DOT agency, the employer may either:

Establish separate pools for random selection, with each pool containing the DOT covered employees who are subject to testing at the same required minimum annual percentage rate; or

Randomly select such employees for testing at the highest minimum annual percentage rate established for the calendar year by any DOT agency to which the employer is subject.

- In the event a driver, who is selected for a random alcohol test, is on vacation or an extended medical absence, the employer can either select another driver for testing or keep the original selection confidential until the driver returns.

SUBJECT: Random Controlled Substances Testing

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

- Employer must use a scientifically valid method, such as a random number table which is matched with the driver's social security number.
- Random controlled substances testing shall be administered at a minimum annual rate of 50 percent (50%) of the average number of driver positions.
- The employer shall ensure that random controlled substances tests are unannounced and spread reasonably throughout the calendar year.

- The employer shall ensure that drivers selected for random controlled substances tests proceed immediately to the testing site upon notification of being selected.

SUBJECT: Refusal to be Tested

Refusal to submit (to an alcohol or controlled substance test) - a driver:

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

The County will have no obligation to an employee who refuses to take either a controlled substances test or alcohol test. The driver's employment with Cortland County shall be terminated.

SUBJECT: Return-to-Duty Testing

The County shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, after engaging in prohibited conduct regarding alcohol misuse, the driver shall undergo a return-to-duty alcohol test indicating a breath alcohol concentration of less than 0.02.

Cortland County shall also ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in prohibited conduct regarding controlled substance use, the driver shall undergo a return-to-duty controlled substance test with a result indicating a verified negative result for controlled substances use.

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

SUBJECT: Follow-up Testing

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

The driver shall be subject to a minimum of six follow-up controlled substance and/or alcohol tests in the first six months. But testing shall not exceed sixty (60) minutes.

SUBJECT: Alcohol Testing Procedure

Persons with a CDL license and who are immediately available to perform a safety-sensitive function will be subject to an Evidential Breath Test (EBT).

PREPARATION FOR BREATH ALCOHOL TESTING

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

PROCEDURE FOR CONFIRMATION TEST

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

SUBJECT: Drug Testing Procedure

- 1. Persons with CDL license and who are immediately available to perform a safety sensitive function (as noted on first page of this policy) will be subject to drug testing.
 - A. DOT agency drug testing programs require that employees be tested for marijuana, cocaine, opiates, amphetamines, and phencyclidine.
 - B. The employee will be notified by the supervisor and the employee will be instructed to go to a specified location for a drug test.

- C. Once at the collection site, the employee will be given a sealed specimen bottle or a sealed collection container and provided a room that will afford the employee visual and aural privacy for him/her to provide a urine sample for a drug testing.
 - D. Once a sample is collected, the employee is to return the sample to the collector immediately. The sample will be checked for temperature and it will be recorded on the official form. The specimen will be split into bottle A and bottle B. The official form and the two specimen bottles will be sent to a laboratory for testing of the five drugs listed in Part 1 of the Drug Testing Procedure.
2. The laboratory shall report as negative all specimens that are negative on the initial test. Only specimens confirmed positive shall be reported positive for a specific drug.
- A. The laboratory has five (5) working days after receipt of the specimen to report the results of the tests to the Medical Review Officer.
 - B. The Medical Review Officer shall review confirmed positive results, making sure all steps have been taken to assure an accurate test.
 - C. Prior to making a final decision to verify a positive test result for an employee, the Medical Review Officer shall contact the employee directly, on a confidential basis, to determine if he/she wishes to discuss the test results. A medically licensed or certified staff person under the Medical Review Officer's supervision may gather information from the employee. The Medical Review Officer shall talk directly with the employee before verifying a test as positive.
 - D. If, after making all reasonable efforts and documenting them, the Medical Review Officer is unable to reach the employee directly, he/she shall contact a designated management official who shall direct the employee to contact the Medical Review Officer as soon as possible. The management official shall employ procedures that ensure this notice is held in confidence.
3. The Medical Review Officer may verify a test as positive without having communicated directly with the employee about the test in two circumstances.
- A. The employee expressly declines the opportunity to discuss the test.
 - B. The designated employer representative has successfully made and documented a contact with the employee and instructed the employee to contact the Medical Review Officer and more than five (5) days have passed since the date the employee was successfully contacted.
4. If a test is verified positive under the circumstances specified in paragraph 3 (A) and (B) of this section, the employee may present, to the Medical Review Officer, information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the Medical Review Officer. The Medical Review Officer, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If

the Medical Review Officer concludes that there is a legitimate explanation, the Medical Review Officer declares the test to be negative.

- A. If a test is verified positive by the Medical Review Officer, the employee has seventy-two (72) hours after the Medical Review Officer successfully made and documented a contact with the employee, to ask specimen B or split specimen to be tested. The Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen to another DHHS certified laboratory for analysis. If the analysis fails to reaffirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing, or untestable, the Medical Review Officer shall cancel the test and report cancellation, and the reasons for it to the DOT, the employer, and the employee.
- B. If a test is verified positive under the circumstances specified in paragraph 4 and 4 (A) of this document, the employee will be notified by the Medical Review Officer, who shall refer the case to the management official empowered to recommend Cortland County Evaluation and Disciplinary Penalties. (See (33) page 4 Table of Standard Disciplinary Penalties).

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

SUBJECT: Evaluation and Discipline

- 1. A driver testing positive for drugs or alcohol will be suspended for a minimum of thirty (30) days, and the case will be reviewed for discharge. However, after review, it may be decided that the employee be given the chance to come back to work after rehabilitation.
 - A. This employee will need an evaluation by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse or controlled substance use.
 - B. A driver, who has followed all rehabilitative programs prescribed by the substance abuse professional but after thirty (30) days is not released by the County's substance abuse professional to do safety-sensitive functions, may be considered by his supervisor for employment to do other tasks until released by the substance abuse professional.
 - C. Before a driver returns to duty, doing a safety-sensitive function, after verified positive test for drugs or an alcohol level of 0.04 or greater, the driver shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02, if the conduct involved alcohol, or a controlled substance test with a verified negative result, if the conduct involved a controlled substance. In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, shall be evaluated by a substance abuse

professional to determine that the driver has properly followed all rehabilitation programs prescribed by the evaluator.

- D. A driver shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer, following the driver's return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional and consist of at least six (6) tests in the first twelve (12) months after the return to duty. If the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substance is necessary for that particular driver, the substance abuse professional may require testing for up to sixty (60) months.
 - E. All evaluations shall be done for Cortland County by a substance abuse professional under contract with the employer. Rehabilitation and follow-up testing shall be paid for by the employee.
2. A driver who is tested for alcohol and found to have a concentration of 0.02 but less than 0.04 shall be released from his duty for twenty-four (24) hours without pay.

Any driver, who is found to have a positive drug test or an alcohol test greater than 0.04 within four (4) years of a previous suspension for alcohol or drug abuse, shall be terminated.