

CONTRACT

between

THE COUNTY OF CAYUGA

and

**THE CAYUGA COUNTY
DEPUTY SHERIFF'S POLICE ASSOCIATION**

January 1, 2014 - December 31, 2016

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**ARTICLE 1
PREAMBLE**

The County of Cayuga, hereinafter referred to as the "County", and the Cayuga County Sheriff, hereinafter referred to as the "Sheriff", and the Cayuga County Deputy Sheriff's Police Association, hereinafter referred to as the "Association", declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its employees, the principle of collective bargaining be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this contract be construed to be in violation of New York State Civil Service Law or any local law, ordinance or statute. Both parties to this agreement furthermore affirm that public employment is to be regarded as a lifelong career, and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with Cayuga County the best personnel available. We furthermore affirm that each County employee, regardless of how he/she serves the citizenry of Cayuga County, shall, at all times, be a dedicated, courteous and efficient representative of public employment realizing full well that he/she is under the constant scrutiny of the public at large and is performing an essential service private enterprise cannot undertake.

**ARTICLE 2
RECOGNITION**

Section 1.
Recognition

The County and the Sheriff hereby recognize the Cayuga County Deputy Sheriff's Police Association, as the sole and exclusive bargaining agent for the maximum time provided by law for the purpose of collective negotiations and the processing of grievances for all Detective Lieutenant(s), Detective Sergeant(s), Detective(s), Deputy Sheriff Lieutenant(s), Deputy Sheriff Sergeant(s), Deputy Sheriff Corporals, and Deputy Sheriff(s) of the Cayuga County Sheriff's Department. This recognition excludes other employees of the Sheriff's Department who are not performing criminal law enforcement duties, elected officials, department heads and their deputies, assistant department heads, division heads, managerial employees, confidential employees, employees in the exempt class of the classified service and employees in the unclassified service. It is further agreed that temporary, seasonal, part-time employees and employees represented by any other recognized bargaining unit are excluded.

- a. "Temporary" and "seasonal" employees shall be defined as an employee hired for any number of hours of work per week but whose total employment period will be less than one-half of the normal work year. In addition, "temporary" shall also include a temporary appointment on a full-time basis to an encumbered position for the duration of an employee's leave of absence or provisional promotion appointment, and shall include a temporary position on a full-time basis created for a specific length of time after which the position goes out of existence. If such employment as

a temporary appointment or in a temporary position exceeds six (6) months, the employee shall be entitled to receive the following fringe benefits; namely, paid sick days, paid holidays, paid personal leave days, health insurance, and funeral leave, and after one (1) year of continuous employment, vacation with pay but he/she shall not acquire seniority, longevity or rights to the position.

- b. "Part-time" employees shall be defined as employees who are regularly scheduled to work less than one-half of the normal work week. In determining holidays, personal leave, sick leave, and vacation for employees who are regularly scheduled to work one-half or more of the normal work week, but not the full work week, upon becoming eligible for such benefits a determination by the Sheriff shall be made as to the average number of hours that an employee works in a work week. This average shall be divided by five (5) to determine the average hours worked in a day. This figure shall be used in determining the number of hours an employee will be paid for each day when he/she is on sick leave, personal leave, holidays, and vacation.
- c. Probationary Employees. All new employees permanently appointed from an open competitive list and every original appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term as provided in the Civil Service Law and Rules and Regulations of the Cayuga County Civil Service Commission. An appointment shall become permanent upon retention of the probationer after his/her completion of the maximum period of service or upon earlier written notice following completion of minimum period of service that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Cayuga County Civil Service Commission. If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated at any time after the completion of the minimum period of service, and on or before completion of the maximum period of service in the manner as prescribed in the Cayuga County Civil Service Commission Rules and Regulations.
- d. New Job Title - Each new position or new job title created by the Employer during the term of this Agreement which by the job description reports to the County Legislature directly or via a legislative committee, County board or County agency; shall be excluded from the unit, and all other new positions assigned to perform criminal law enforcement duties similar to those identified above in the Sheriff's Department shall be included in the unit. The salary or hourly grade of any new position or new job title in the bargaining unit will be initially established by the County Legislature, and any dispute regarding this salary or hourly grade may be processed under the grievance procedure by the Association.

Section 2.

No Strike Clause

The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate in representation of all of the employees within the unit, whether members of the Association or not. The Association and the employees it represents agree not to cause, instigate, encourage, condone, engage or participate in any strike, slowdown, work stoppage, job action, or any other interference with work, business or services.

Section 3.

No Discrimination Clause

The Employer and the Association agree not to discriminate against employees on the basis of sex, age, color, creed, national origin, disability, race, sexual orientation, marital status, religion, or any other protected class, either in employment or membership.

**ARTICLE 3
ASSOCIATION SECURITY**

Section 1.

Dues Check-off and New Hires

Dues - The Employer hereby agrees to deduct weekly or biweekly from the pay of each employee covered by this Agreement an amount of money in payment of uniform dues in the Association, and any insurance premiums for those employees who have authorized such deductions by the Employer. The Employer further agrees to transmit said deductions to the Association monthly to the address designated by the Association.

The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article.

The Employer will provide the Association's Unit President semi-annually with a list of names and addresses of all employees within the bargaining unit as of January 1 and July 1 of each calendar year, with designation as to who has authorized the Employer to deduct uniform dues in the Association for the Association, as soon as practicable after said dates.

Subject to the renewal of the Agency Shop Law by the New York State Legislature, effective January 1, 1980, the Association, having been recognized as the exclusive representation of employees within the bargaining unit, shall be entitled to have deductions made biweekly from the pay of each non-Association member in the bargaining unit an amount equivalent to the dues levied to members of the Association. Non-members of the Association shall be entitled upon request of a refund of a prorated amount of their agency shop fee deduction used by the Association in aid of activities or causes of a political or ideological nature. The Association agrees to hold the Employer

harmless for any and all damages it may sustain as a result of making this deduction. The Employer further agrees to transmit said deductions to the Association bi-weekly to the address designated by the Association.

The Employer will provide the Association's Unit President semi-annually with a list of names, job titles, and departments of all new employees hired within the bargaining unit as soon as practicable, starting January 1 of each calendar year.

Section 2.

No Association Discrimination

Discrimination - Membership in the Association shall be voluntary, and the Employer agrees that there shall be no discrimination, interference, restraint or coercion by the Employer, or any of its agents against any employee because of his/her membership in the Association or because of any lawful activities on behalf of the Association and his/her fellow members.

Section 3.

Association Business

The Association may designate one or more delegates who have the written approval of the Sheriff or designee (permission will be granted so long as such leave of absence will not impair the efficiency of operations or services, and any denial must be in writing to the Association President within a maximum of five (5) days) to be given a leave of absence with pay for up to a total of 6 days (the total of 6 days to be shared by all such delegates) in each calendar year to attend out-of-town conventions or meetings of the Association, if such days are regularly scheduled work days of the designated delegate. The Association may designate up to two (2) delegates to attend other out-of-town conventions and meetings of the Association. With the approval of the Sheriff or designee and the Chairman of the County Legislature, such delegates shall be given leaves of absence of up to two (2) days to attend such meetings without pay, so long as such leave of absence will not impair the efficiency of operations or services.

Association delegates to out-of-town conventions and meetings shall make written requests to the Sheriff or designee for leaves of absence at least two (2) weeks in advance (when possible) prior to such conventions and meetings, and such written requests shall be countersigned by the President of the Association and shall state how many days of Union Leave Time have been used by the Association at that time. The President of the Association shall timely notify the Employee Relations Department in writing of the names and departments of all such delegates, the dates and general locations of such conventions and meetings, and of all written requests for such leaves of absence.

Section 4.

Bulletin Boards

The Employer agrees to provide access to a designated bulletin board in the Sheriff's Department for the posting of notices by the Association. The Association

agrees that no political or controversial material shall be posted on such bulletin boards and that any item to be posted which is outside the realm of business or the Association shall be approved by the Sheriff and the Chairman of the County Legislature.

Section 5.

Insurance Program

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance Program and the Association's Life Insurance Program, to visit the employees covered under this Agreement, on the job, for the purpose of providing this protection and servicing claims; provided, however, that the appropriate supervisor is notified and total assurance is given him that no inordinate interruption in the work of the employees will be involved.

Section 6.

Field Representative

The Association Field Representative and/or other designated representatives of the Association, may for the purposes of administering this Agreement meet with employees on the job, provided the appropriate supervisors are informed and no inordinate interruption of work is caused by such meeting. Upon the request of the employees, such representative shall be permitted to appear before public hearings of the County Legislature.

Section 7.

Department Head Meeting

The County and the Sheriff recognize the right of the Association to have at least monthly meetings with the Sheriff or designee; provided, however, that at least three (3) days written notice is forwarded to him. In the event of an emergency, this provision is hereby waived.

Section 8.

Payroll Savings Plan

The Employer agrees to deduct bi-weekly from the pay of each employee covered by this Agreement an amount of money of not less than five dollars (\$5.00) for a payroll savings plan for the employee who has authorized such deductions, and to transmit said deductions bi-weekly to a local savings bank for his/her credit. The payroll savings deduction authorization may be initiated or altered only prior to the first pay periods commencing January, April, July, and October of any calendar year.

The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Section.

Section 9.
Credit Union

The Employer agrees to deduct bi-weekly from the pay of each employee covered by this Agreement an amount of money of not less than five dollars (\$5.00) for participation in the Auburn, New York Federal Credit Union or other mutually agreed upon financial institution. The payroll deductions may be initiated only after the prescribed authorization cards are signed by the Employee and submitted to the County Treasurer's Office.

The Association agrees to hold the Employer harmless for any and all damages it may sustain as a result of participating in the Auburn, New York Federal Credit Union or other agreed upon financial institution.

The aforementioned Credit Union Plan shall be initiated as soon as practicable.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1.

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercises of these rights as are expressly provided in this Agreement or provided by law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE 5 SALARY AND WAGES

Section 1.

Compensation Plan

- A. Effective 1/1/14, wages shall be increased by 1.75%
- B. Effective 1/1/15, wages shall be increased by 1.75%
- C. Effective 1/1/16, wages shall be increased by 1.75%.
- D. Salaries shall be as indicated in Appendix A, which is attached hereto and is a part of this Agreement.

Section 2.

Salary Beyond Maximum Grade

If the present salary of an employee is beyond the maximum of the grade to which his/her position is allocated, he/she shall continue at that rate during the period of his/her incumbency, except in the event of a general service-wide increase, and shall not be entitled to any increments unless he/she becomes eligible for longevity step increments.

Section 3.

Part-Time Employee's Salary

In the event a Department employs a person on a part-time basis, a determination shall be made as to the percentage of the full work week that the employee is required to work in his/her position. The employee shall then receive a proportionate share of the annual rate as his/her salary for the part time position.

Section 4.

One-Step Annual Increase

Each employee shall be entitled to a one-step increase in salary up to the maximum salary for the grade to which his/her position is allocated, provided, however, that the increase is recommended by the Sheriff. Before such recommendation is made, the services of the employee should be reviewed by the Sheriff or designee, with attention given to the efficiency with which the employee has performed his/her duties, as well as his/her attendance record and any other factors having an effect on his/her work record. Employees who complete their probationary period in the Sheriff's Department between January 1st and August 1st of a particular year, and have served continuously in their positions in the Sheriff's Department will be eligible to receive an annual increase on the following January 1st. Employees who complete their probationary period of service between August 1st and December 31st, shall be eligible to receive their annual increase on the second following January 1st.

Subject to the recommendation of the Sheriff as stated above, an employee who is promoted prior to October 1st will be eligible to qualify for a one-step increase the

following January 1st, and an employee who is promoted on or after October 1st will be eligible to qualify for a one-step increase on the second following January 1st.

- a. An employee who is on unpaid leave of absence for more than 26 weeks in the calendar year shall not be entitled to a one-step increase in salary under Section 4 of Article 5, on the following January 1st.

Section 5.

New Appointee - \$1000 Less than First Step

A new appointee shall be paid \$1,000 less than the first step of pay set forth in the attached Compensation Plan for the position to which he/she is appointed, for a period of six (6) months.

Notwithstanding the above, a new appointee who is hired as a transfer from another law enforcement agency shall be placed on the salary schedule based on years of service as a police officer.

Section 6.

Position Reallocated to Lower Grade

If an employee's position is re-allocated to a lower salary grade, the employee shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in the event of general service-wide reductions) but shall not be entitled to a salary increase, except that if his/her present rate of pay is below the maximum of the lower grade, he/she shall be entitled to the increments of the lower grade until the maximum of the grade is reached.

Section 7.

Salary on Promotion

In the event that an employee is promoted, his/her salary shall be raised to the nearest step of the new grade which will provide an increase equal to at least one (1) increment of the new grade.

Section 8.

Part-time Worker

An employee, to be paid in accordance with Section 3 of this Article, is considered to be a part-time worker when he/she: (1) works less than one-half of the normal work week or (2) works less than one-half the normal work year.

Section 9.

Reinstated Employee

A reinstated employee shall be paid at a salary rate within the approved salary range for the position to which he/she is reinstated and at the same increment step, provided he/she returns to the Sheriff's Department's employ within one (1) year.

Section 10.

Temporary Assignment

Employees assigned in writing by the Sheriff or designee for a period of fifteen (15) consecutive working days or more to perform substantially all of the duties and responsibilities of a higher grade position shall receive the minimum of the higher grade during such assignment unless the present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the provisions of Section 7 of this Article.

Such temporary assignment to a higher grade position may be for a period of six (6) months. In the event an employee is unable or unwilling to perform the duties of such higher grade position, he/she is to be reassigned to the position he/she held prior to such assignment, and be paid the lower grade rate of pay he/she would be entitled to if such assignment had not been made.

Section 11.

Replace Less Senior Employee

When an employee exercises his/her seniority rights and replaces an employee with less seniority as stated in Article 12 of this Agreement, he/she shall be paid the pay grade or rate of the job title of the less senior employee he/she replaces at the Step he/she was paid before replacing the less senior employee.

Section 12.

Mileage - County Business

The Employer agrees to pay a mileage reimbursement at the approved Internal Revenue Service rate in effect at the time of use for personal automobiles driven by employees for authorized official County business when no County automobile assigned to a Department is available for this purpose, upon submission of a voucher approved by the Sheriff, effective on the date of Agreement.

Section 13.

Jury Duty

An employee who is required to serve on jury duty will be paid the difference between his/her regular rate of pay for his/her regular work day and his/her jury duty pay per day. Upon receipt of written notification to the Sheriff and the County Treasurer's Office, the employee will be released from his/her work duties for jury duty. Jury duty

pay will not be paid for any day the jury has been excused in advance. Any employee who is excused from jury duty before 11:00 a.m. shall return to work for the balance of his/her work day. The employee, upon his/her return to work, will present to the Sheriff and the County Treasurer's Office a written statement signed by the Clerk of the Court, showing the days he/she was on jury duty and the jury duty pay he/she is entitled to receive.

Section 14.

Flexible Spending Plan

The Employer agrees to implement a flexible spending plan for health and dental insurance premium payments, healthcare costs and child care costs as soon as feasible. The flexible spending plan will be subject to the Internal Revenue Code and Regulations.

Section 15.

Field Training Officers

Employees who serve as Field Training Officers (FTO) shall receive one hour of pay or compensatory time, at the FTO's option, for each day that the FTO is assigned a recruit.

**ARTICLE 6
VACATIONS**

Section 1.

Vacation Schedules

Each regular full time employee covered by this Agreement will receive vacation with pay annually according to this schedule:

After one (1) year continuous employment	ten (10) workdays
After five (5) years continuous employment	twelve (12) workdays
After seven (7) years continuous employment	thirteen (13) workdays
After nine (9) years continuous employment	fifteen (15) workdays
After fifteen (15) years continuous employment	sixteen (16) workdays
After seventeen (17) years continuous employment	eighteen (18) workdays
After twenty (20) years continuous employment	twenty (20) workdays
After twenty-five (25) years continuous employment	twenty-one (21) workdays

- a. Vacation Not Cumulative - While vacations are not cumulative from year to year, an employee may be permitted to carry over only to the next year two (2) weeks' vacation with pay, upon written request by the employee to the Sheriff and upon written approval by the Sheriff. All full-time employees covered by this Agreement shall be granted a paid vacation for each prior calendar year of continuous service or part thereof in the

succeeding calendar year. A week of vacation consists of five (5) working days.

Employees who become eligible for the additional vacation day benefits defined above shall be eligible to take the additional vacation day benefits between their anniversary dates and the next following January 1.

Pro-Rated Vacation Pay, New Employees - All full time employees covered by this Agreement hired after January 1, 1974, shall be granted to a pro rata vacation benefit in accordance with the following schedule:

Employees Hired In:	Days
January	10
February	9
March	8
April	7
May	7
June	6
July	5
August	4
September	3
October	2
November	2
December	1

This vacation shall be taken in the calendar year beginning the January 1 following their date of hire.

Employees will be eligible to take the two (2) week vacation benefit defined in Section 1 during the calendar year beginning the second January 1 following their date of hire.

An employee who is hired in one calendar year and who quits or is terminated in the same calendar year shall not be entitled to any vacation benefits.

An employee who is hired in one calendar year and who quits or who is terminated in the following calendar year with less than one (1) year of continuous service shall be entitled only to the amount of vacation benefits earned in the first calendar year.

Section 2.

Termination of Employment and Retirement

After a full-time employee covered by this Agreement has served one (1) year continuously, including his/her probationary period of service, and terminates his/her employment, the employee shall be credited with and paid for all unused vacation earned

in the previous calendar year, plus the unused pro-rated vacation time for each full month worked during the calendar year in which employment is terminated.

An employee who retires must take all unused vacation earned in the previous calendar year before he/she retires, or he/she shall lose it. It cannot be carried over to the following year.

Section 3.

Time of Vacation

Vacation time will be granted by the Sheriff or designee to employees so long as such vacation time does not impair the efficiency of operations or services.

In the event of conflict of granting of vacations, employees with the longest seniority will have first selection.

Patrol Deputies, Deputy Sheriff Corporals and Deputy Sheriff Sergeants. For the purposes of this provision, seniority for Patrol Deputies, Deputy Sheriff Corporals and Deputy Sheriff Sergeants shall be defined as the effective date of appointment as a Cayuga County Law Enforcement Deputy. In the event that the effective date of appointment is the same, seniority shall be determined by placement on the civil service list at the time of original hire as a Cayuga County Law Enforcement Deputy.

Detectives. For the purposes of this provision, seniority for Detectives shall be defined as commencing with the effective date of appointment to current rank. In the event that the effective date of appointment is the same, then the effective date of appointment as a Cayuga County Law Enforcement Deputy shall be controlling followed by placement on the civil service list at the time of original hire as a Cayuga County Law Enforcement Deputy as the final tie breaker.

Vacations will insofar as practicable be taken in full calendar weeks, but not less than in segments of one (1) day.

- a. Insofar as practicable, and except in cases of an emergency, a disaster, or illnesses, over which the Sheriff has no control, vacations in the Sheriff's Department may start on a day requested by the employee and approved by the Sheriff, pursuant to the provisions of Section 3, Article 6, of this Agreement.

ARTICLE 7 SICK LEAVE

Section 1.

Accumulated Sick Leave

Effective September 27, 1978, each full time employee covered by this Agreement upon completion of ninety (90) calendar days of continuous service shall be permitted to start earning and to accumulate up to 195 working days of paid sick leave, to be applied toward time off due to illness or injury which is not work related. Such sick leave shall be reduced by one (1) day for each day paid.

Employees may use up to five (5) days of sick leave per year for purposes of caring for a member of the immediate family. Immediate family shall be defined as the employee's parent, spouse, child, step-child, foster child, any person for whom the employee is designated as legal guardian, and any relative or significant other who is a member of the employee's household.

Employees not covered by section 207-c of the General Municipal Law shall be allowed to use sick leave for work related illness or injury. Sick leave days which have been used for an illness or injury which is work related will be restored on a prorated basis by applying the amount received by the County to the employee's rate of compensation when Workers' Compensation benefits have been paid to the County.

Effective September 27, 1978, each full-time employee covered by this Agreement upon completion of ninety (90) calendar days of continuous service will be permitted to start earning fifteen (15) days sick leave per calendar year, computed one and one-quarter (1 1/4) days of sick leave during each month his/her total credited sick leave is less than 195 days, and during which he/she is actively at work for at least 50 percent (50%) of the regularly scheduled work days, exclusive of vacations. Any employee who has accumulated 195 days sick leave and has used no more than two (2) days of sick leave during the calendar year will be paid thirty percent (30%) of the total salary for the fifteen (15), or fourteen (14), or thirteen (13) sick days not used. Payment earned for this benefit will be made in the last pay period of June in the following year.

Absence from work for more than five (5) work days shall extend the ninety (90) calendar days for the period of absence.

The above provisions shall not apply to sick leave earned and accumulated under policies in effect prior to September 27, 1978.

It is agreed that to January 1, 1970, an employee may have accumulated a total of 75 days sick leave.

Employees who have less than one hundred ninety-five accumulated sick days shall be entitled to a payment of \$200.00 in the event that no sick days are used in the calendar year. The payment will be made on or before March 1 of the succeeding

calendar year. This provision will be effective January 1, 1994 with the first payment to be made to employees who use no sick leave during calendar year 1994 on or before August 1, 1995.

Section 2.

Statement by Employee's Physician & Exam by Employer's Physician

When continuous sick leave exceeds two (2) days, the Employer may require as a condition of payment, a statement from the employee's physician certifying the nature of the illness and the probable period of disability. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer.

False Statement by Employee - Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Termination of Employment - Accumulated sick leave shall not be payable at the time of termination of employment whatever the reason, unless a physician selected by the Employer certified that the termination of employment was necessitated by illness or injury, and then only so long as such illness or injury continues, and the employee permits physical examination at reasonable intervals.

Where the Employer selects a physician for the examination of an employee, such examination will be paid for by the Employer.

Report to Supervisor - Sick leave may be used in units of days, half-days, or hours by the employee only when incapacitated or unable to perform the duties of his/her position by reason of sickness or injury which is not work related. When sick leave is required, the employee shall report same by telephone, if possible, to the Cayuga County E-911 Center on the recorded seven digit telephone line (now 315-253-1222), or, if access to the E-911 Center is not available, then to the employee designated by the Sheriff, during the first hour of his/her work shift. In positions requiring replacements in case of absence, the employee shall report same to his/her immediate supervisor or to the Sheriff at least one hour before his/her work shift. In case of failure to report within the time stated, unless for reasons satisfactory to the Sheriff, the absence shall not be deducted from sick leave credits but shall be considered time off without pay

Section 3.

Physician's Statements for One and Two-Day Absences

When an employee has used in excess of seven (7) paid sick leave days in a contract year, where the seven (7) days are composed of such leave taken in one and two-day segments, the Employer may require a physician's statement for any future payments of sick leave during the contract year.

One and two-day absences which are accompanied by a physician's statement shall not be included in computing the seven (7) paid sick leave days.

Section 4.

Location Requirements

Normally an employee on sick leave shall be at home. However, because of the nature and duration of various illnesses, circumstances may warrant him/her to be at other locations.

**ARTICLE 8
RETIREMENT AND PHYSICAL EXAMINATION**

Section 1.

N.Y.S. Employees' Retirement System

All full-time employees, except as stated below, shall be members of the New York State Employees' Retirement System, and their contributions shall continue to be fully paid for by the County under the 1/50th non-contributory (New Career) plan, effective upon such date as the New York State Employees' Retirement System approved the change to the plan provided by Section 75-i of the Retirement and Social Security Law.

- a. Unused sick leave may be applied towards additional service credit upon retirement, pursuant to Section 41-j of the Retirement and Social Security Law, effective November 1, 1975. This benefit applies only to employees covered by Section 75-i of the Retirement and Social Security Law.

Special Retirement Plan - The Sheriff, Under Sheriff and regular Deputy Sheriffs who are engaged directly in criminal law enforcement activities shall be provided a special 25 year retirement plan, pursuant to Section 551 of Article 14-B of the Retirement and Social Security Law as enacted by Chapter 165 of the Laws of 1995. This provision will be implemented as soon as feasible after ratification and legislative approval of this agreement.

Effective as soon as possible after the ratification and legislative approval of this agreement, members of the negotiating unit shall be provided with the special 20 year retirement, with additional 1/60th for all eligible Sheriff's service pursuant to Article 14-B, sections 552 and 553 of the New York State Retirement and Social Security Law.

Employees shall be covered under the tier of the New York State Retirement System at the employee contribution rate in effect for their tier at the time of their hire into the Retirement System.

Section 2.

Pre-Employment Physical Exam

The County shall require all new employees to have a physical examination, including chest x-rays, by a physician selected and paid for by the County.

**ARTICLE 9
FUNERAL LEAVE**

Section 1.

Death in Employee's Family

In the event of death of one of the following members of an employee's family - parents, including foster or step parents, spouse, children, brother, sister, grandchildren or grandparents, or other relative who is a member of his/her household, the employee shall be excused from work at his/her request and shall be paid on a daily rate basis for up to three (3) days regularly scheduled work days for each occurrence for attendance at the funeral or bereavement. All bereavement leave days must be used within six (6) months of the date of death.

Section 2.

Death of Employee's In-Law

In the event of death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law or spouse's grandparents, the employee shall be excused from work at his request to attend the funeral, and shall be paid on a daily rate basis for the day of the funeral, provided the employee was regularly scheduled to work the day of the funeral.

**ARTICLE 10
OTHER LEAVE**

Section 1.

Personal Leave

Each full-time employee, except for employees assigned to a work schedule of four (4) days on and two (2) days off, covered by this Agreement shall be entitled to take up to five (5) paid personal leave days each twelve (12) month period beginning January 1 of each contract year, but such leave shall not be cumulative from year to year. Upon application to the employee's supervisor, personal leave will be granted if such leave does not impair the efficiency of the operations, and provided the employee informs his/her supervisor the reason therefore. Employees assigned to a work schedule of four (4) on and two (2) days off shall be entitled to one (1) paid personal leave day each twelve (12) month period beginning January 1 of each contract year, but such leave shall not be cumulative from year to year.

Personal leave will be granted in segments of not less than one (1) hour, and shall not be granted for purposes which can be accomplished or handled during regular non-

working hours. The Sheriff shall have the discretion to grant personal leave for employees assigned to the night shift.

Requests for personal leave must be requested at least one (1) working day prior to the personal leave time desired, except in case of an emergency; however, exceptions may be granted by the employee's supervisor, or in case of emergency.

Any employee who does not use the paid personal leave day(s) during the calendar year will be paid thirty percent (30%) of the unused portion of the personal leave day(s). Payments earned for this benefit will be made in the last pay period in June in the following year.

Section 2.

Employees entering County service after January 1 of each contract year, shall be credited with a prorated amount of personal leave days. In the event the work schedule of four (4) days on and two (2) days off is modified by the Sheriff, then the employees who are affected shall be entitled to a prorated allocation of personal leave for the period of time during which the work schedule is so modified.

Section 3.

In no event may personal leave time be used on the work day prior to or following a holiday, or an employee's vacation, nor may personal leave time be used in lieu of sick leave, leaves of absences, etc. Personal time may be used for routine doctor and dentist appointments, and will not be unreasonably denied. Personal time shall not be paid upon termination of employment.

Section 4.

Maternity Leave

The Employer will grant pregnancy leaves of absence without pay to female employees at reasonable times before childbirth, and for reasonable times after childbirth. Requests for such leaves of absence shall be made in writing by the employee to the Sheriff no later than the end of the fourth month of pregnancy. Pregnancy leaves of absence shall not exceed nine (9) months, and shall not be included when computing longevity.

Leave taken by an employee resulting from a medical disability connected with, or resulting from, pregnancy can be charged to available unused sick leave. Written certification by her physician to the Sheriff that such leave is due to such medical disability will be required. If the Sheriff is not satisfied with the certification submitted by the employee's physician, then a physician designated by the Sheriff may consult with the employee's physician as to the basis of the findings of the employee's physician.

Section 5.

Leave of Absence

Upon written application by a full-time employee to Sheriff or his designee, the Employer may in its discretion authorize a leave of absence without pay for a period not to exceed five (5) months in one calendar year or five months in any twelve (12) consecutive month period whichever is greater for the following purposes: attendance at a college, university, business school, or BOCES for the purpose of training in subjects related to the work of the employee or for a valid reason due to an illness or accident involving a member of the employee's immediate family. Other leaves of absence must comply with this Section of the Agreement, but may be approved at the discretion of the Sheriff with the written approval of the Chairman of the Legislature. Such leaves of absence shall not be included when computing longevity.

Section 6.

Return to Work - 10 Days Rule

Failure of the employee to return to work within 10 work days following the expiration of leaves of absence stated in Section 4 and Section 5 of this Article relieves the County of any obligations to re-employ the employee.

**ARTICLE 11
HEALTH INSURANCE**

Section 1.

Health Insurance Plan & On-the Job Injury

All employees covered by this Agreement and retirees shall be eligible for the Health Insurance Plan coverage. The County shall have the right to select or change the health insurance carrier, with overall benefits coverage equal to or better than the present Health Insurance Plan as of the date of this Agreement, if the Health Insurance Plan can be purchased at a costs savings for the County. In the event the County contemplates a change of plan, the Association shall be notified thirty (30) days in advance of such change.

- a. Subject to prior approval by the Chairman of the Cayuga County Legislature, upon the approval and granting of a Waiver of Premium to an employee while on authorized leave without pay who is totally disabled as a result of an on-the-job injury, subject to the provisions of the Health Insurance Plan, where any employee is out of work as a result of an on-the-job injury, the County will continue his/her health insurance coverage for a maximum of twelve (12) months.

Section 2.
Cost of Plan

The cost of the plan for the employees, their eligible dependents and also retirees, shall be paid in full by the Employer, except as stated in sub-paragraphs (a) and (b) and (c) on the following page:

- a. For employees hired after June 21, 1977. The Employer will pay one hundred (100) percent of the cost of health insurance for individual coverage, and fifty (50) percent of the cost of health insurance for eligible dependents coverage, for all new employees hired by the County on and after June 21, 1977, with the new employees paying the remaining costs of such health insurance coverage.

Effective July 1, 2002, members of the negotiating unit who have individual coverage only, shall pay ten (10%) percent of the individual coverage premium for health insurance.

- b. For eligible employees hired after June 21, 1977, and who retire after that date with at least ten (10) years of County service, the Employer will pay one hundred (100) percent of the cost of health insurance for individual coverage, and fifty (50) percent of the cost of health insurance for eligible dependents coverage.

Effective July 1, 2002, members of the negotiating unit who have individual coverage only, shall pay ten (10%) percent of the individual coverage premium for health insurance.

Employees hired after ratification of the 2007-2011 Agreement will be required to have at least twenty (20) years of County service in order to be eligible for health insurance coverage after retirement.

Any employee who has not reached the minimum service required under subdivision (b) of this section and who is granted either an accidental disability retirement or a performance of duty disability retirement by the New York State and Local Employees' Retirement System, shall be entitled to receive health insurance under this provision for a period of ten (10) years from the date of such retirement.

- c. Dual coverage. The County will not provide or pay for family coverage where a spouse already has family coverage with the County of Cayuga or Cayuga Community College. The County will only cover the employee.

Eligibility to participate under the plan and eligibility to continue the plan in retirement shall be in accordance with the present policies and practices in effect on the

date of this Agreement, until the expiration of the collective bargaining Agreement at the close of business on December 31, 2001.

Section 3.

Dental Insurance Plan

All full-time employees on the payroll and covered by this Agreement shall be eligible to join the Group Health Dental Insurance group. The coverage shall be for the employees only and shall not exceed the limits of the Group Carrier's Policy. The cost of said Plan shall be paid by the Employer. Contributions by the Employer shall be made for all months that an employee is actively at work, all periods of paid sick leave, all periods of paid leave of absence, and all periods an employee is paid workmen's compensation benefits up to a maximum of five (5) months. If an employee has exhausted his paid sick leave benefits, or has been paid workmen's compensation benefits up to a maximum of five (5) months, and his employment is not terminated, he/she shall be permitted to continue his Dental coverage by paying the full cost of such coverage monthly to the Treasurer's Office of the Employer.

The Employer agrees to provide Blue Cross/Blue Shield Prime Dental or an equivalent schedule of benefits selected by the Employer. In the event the Employer elects to provide an equivalent schedule of benefits, equivalency will be determined by the Blue Cross/Blue Shield Prime Dental schedule in effect as of July 1, 1990.

Participation in family dental coverage will be made available at full cost to the employee if participation is permitted by the plan provider. Payroll deductions will be available.

Section 4.

Prescription Co-Payment

Co-payment rates for prescription drugs shall be in accordance with the attached Memorandum of Agreement (Appendix B). CanaRx will offered as an option in accordance with and subject to the Memorandum of Agreement attached as Appendix C. **Section 5.**

Major Medical Deductibles

Effective April 1, 1995, major medical deductibles will be increased from \$50.00 for the individual deductible to \$100.00, and the \$150.00 family deductible will be increased to \$300.00. The deductible will be prorated for calendar year 1995.

Effective as soon as practical after ratification of the 2007-2011 Agreement, major medical deductibles will be \$150.00 for individual plans and \$450 for family plans.

**ARTICLE 12
EMPLOYMENT SECURITY**

Section 1.

Removal or Discipline - CSL Section 75

Employees who come under Section 75 of the New York State Civil Service Law shall be afforded the full protection of that law as it pertains and relates to removal or other disciplinary action.

Section 2.

Reduction in Force, Layoff, Recall, Seniority Date

In the case of job abolishment, reduction-in-forces, layoff, recall, and personnel changes, the New York State and Cayuga County Civil Service Laws and Rules shall apply to positions in the competitive class.

An employee in the competitive class of the classified service, upon completion of his probationary period, shall have his seniority begin with the date of his original appointment in the classified service.

Section 3.

Layoff by Classifications

The Employer has the right to layoff by classifications within any department of the County. Seniority for layoff purposes for the competitive class shall be in accordance with Section 80 of the New York State Civil Service Law and in accordance with the Cayuga County Civil Service Rules and Regulations.

**ARTICLE 13
LONGEVITY**

Section 1.

The following longevity plan will apply to new full-time employees hired after January 1, 1975:

Each full-time employee shall receive longevity pay of One Hundred Fifty Dollars (\$150.00) annually for each consecutive five (5) years of service to a maximum of Seven Hundred and Fifty Dollars (\$750.00). In calculating consecutive service for purposes of longevity pay, only resignation, discharge or other termination of employment shall be considered as terminating consecutive service. However, no accumulation of consecutive service shall occur while an employee is on leave of absence without pay. A Sheriff's Department employee who voluntarily resigns his employment with the Sheriff's Department, and who returns to employment with the Sheriff's Department within one (1) year, shall be entitled to all longevity payments previously enjoyed.

Effective 1/1/2015, the following longevity plan will apply to all bargaining unit members:

- a) After five (5) years of service, \$200
- b) After ten (10) years of service, \$550
- c) After fifteen (15) years of service, \$900
- d) After twenty (20) years of service, \$1250
- e) After twenty-five (25) years of service, \$1600

Section 2.

Dates Payable

Effective on the date of this Agreement, employees hired between January 1 and June 30 of a calendar year will receive their longevity pay effective as of January 1 of the year in which their anniversary date becomes effective. Employees hired between July 1 and December 31 of a calendar year will receive their longevity pay effective as of January 1 of the year succeeding the year in which their anniversary date becomes effective. Any leave of absence shall not be included when computing longevity.

**ARTICLE 14
HOLIDAYS**

Section 1.

Members of the negotiating unit shall receive a twelve (12%) percent differential instead of paid holidays.

**ARTICLE 15
HOURS OF WORK AND OVERTIME**

Section 1.

Regular Work Week

The regular work week for Sheriff's Department employees shall be forty (40) hours except that effective with the approval of this agreement the Sheriff shall establish a work schedule for the Patrol Deputies in the Sheriff's Department of four (4) days on and two (2) days off. This exception to the work schedule shall not apply to other employees in the Sheriff's Department. In the case of an emergency, declared in good faith by the Sheriff, the work schedule may be adjusted to meet the needs of the Department. Upon cessation of a declared emergency, the work schedule will revert to four (4) days on and two (2) days off. The Sheriff may exercise his discretion to change the four (4) days on and two (2) off work schedule established for Patrol Deputies by giving thirty (30) days' notice. Under such circumstances the work schedule will revert to an alternating four (4) days on and two (2) days off and five (5) days on and two (2) days off schedule.

Section 2.

Overtime Rate

Employees who are hired for, or who are promoted to, or who fill and perform a job whose base annual salary is above Grade 32, shall be ineligible for any overtime payments, but shall be eligible for compensatory time off for all hours worked in excess of the employee's regular work week or regular work day. Such compensatory time off shall be calculated in segments of not less than one-half (1/2) hour. Such compensatory time off must be taken within ninety (90) calendar days from the date it is earned and at a time and date requested by the employee and approved by the Sheriff, and if the time and date requested by the employee is not approved by the Sheriff or designee, the employee shall be paid his/her straight time daily rate of pay.

Bargaining unit members will receive time and one-half the regular rate of pay for all hours worked in excess of forty (40) per week.

Section 3.

Exchange of Work Time

It is understood that time exchanged between employees shall not require the payment of overtime.

Section 4.

No Pyramiding

For purposes of this Agreement, an employee's straight time hourly rate shall be his regular weekly pay, and shall include longevity, divided by the number of hours in his regular work week. There shall be no pyramiding of overtime under this Agreement.

For purposes of this Agreement, "straight time daily rate" shall be the employee's regular hourly rate as defined above, multiplied by 8 if his regular work week is 40 hours.

Section 5.

Call-In Payment

Any employee who is called to work prior to his scheduled shift or called after he/she has completed his scheduled shift, shall receive a minimum of four (4) hours of pay or the pay for the hours worked, whichever is greater. This section is not applicable to a situation where a shift is extended at either end. There shall be no pyramiding of overtime under this Agreement.

Section 6.

Hours Worked

So long as the Fair Labor Standard Act (FLSA) applies to Local government employees, the receipt of paid leave time taken in accordance with this Agreement shall be considered as time worked by an employee for purposes of computing overtime pay.

Section 7.

Distribution of Overtime

Overtime will be distributed on a fair and equitable basis among the employees in each job classification. For purposes of this section, Deputy Sheriff Corporal shall be considered the same job classification as Deputy Sheriff.

Section 8.

On Call Payment

When a bargaining unit member is required to be on-call and is not confined to his or her home or any particular place, but is required only to leave word where he or she may be reached, the employee shall be granted, effective on date of this Agreement:

- (a) for each week day on call 24.00
- (b) for each holiday on call 34.00
- (c) for each weekend on call 64.00

Week day overnight on-call begins at 5:00 p.m., Monday through Friday, and ends at 9:00 a.m. the following day. Weekend on-call begins at 9:00 a.m. on Saturday and ends at 9:00 a.m. on Monday. Holiday on-call begins at 9:00 a.m. on the holiday and ends at 9:00 a.m. the following day.

Section 9.

Shift Assignments Posted in Advance

The Sheriff or designee will post on a bulletin board in the Sheriff's Department the shifts for Patrol Deputies two (2) months in advance of such shift assignments, except in cases of an emergency, a disaster, or illnesses, over which the Sheriff has no control.

The schedule for January through March shall be posted no later than November 1st of the preceding year. The schedule for April through June shall be posted no later than February 1st. The schedule for July through September shall be posted no later than May 1st. The schedule for October through December shall be posted no later than August 1st.

Deputies will be allowed to submit written requests and the Sheriff or designee will consider the request taking into consideration manning requirements, the needs of the Department and seniority.

Deputy Sheriff. For the purposes of this provision, seniority for Patrol Deputies shall be defined as the effective date of appointment as a Cayuga County Law Enforcement Deputy. In the event that the effective date of appointment is the same, seniority shall be determined by

placement on the civil service list at the time of original hire as a Cayuga County Law Enforcement Deputy.

Deputy Sheriff Corporal, Deputy Sheriff Sergeant and Detective. For the purposes of this provision, seniority for Deputy Sheriff Sergeants, Deputy Sheriff Corporal and Detective shall be defined as commencing with the effective date of appointment to current rank. In the event that the effective date of appointment is the same, then the effective date of appointment as a Cayuga County Law Enforcement Deputy shall be controlling followed by placement on the civil service list at the time of original hire as a Cayuga County Law Enforcement Deputy as the final tie breaker.

ARTICLE 16 COURT APPEARANCE

Section 1.

The full-time members of the negotiating unit in the Sheriff's Department will be granted a minimum of three (3) hours straight pay for a required appearance at a court trial or a hearing on his scheduled time off.

ARTICLE 17 MILITARY LEAVE

Employees covered by this Agreement, who as members of the State or National Guard, or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service will be compensated by the Employer. Compensation for such periods shall be an amount as required by law.

Employees shall notify the Sheriff or his designee as far in advance as possible of required military assignments, and not later than the work day following receipt of official notice of such assignments.

It will be the responsibility of each employee to be paid under this Article, to present the Sheriff or designee with an official record of the time spent for the claimed period of active service.

No employee will be required to apply his vacation period to any period of mandatory military service.

ARTICLE 18
EDUCATION AND SPECIAL CLOTHING

Section 1.

Tuition Cost Assistance

The Employer agrees to pay fifty percent (50%) of the cost of tuition for up to three (3) credit hours per semester at an accredited school when an employee has completed a course with a passing grade, and seventy-five percent (75%) of the cost of tuition up to three (3) credit hours per semester at an accredited school when an employee attains a grade of "A" or "B" in a course approved in advance by the Sheriff, in subjects pertaining to the employee's job. Such courses shall be taken on the employee's time, without pay.

The Employer agrees to pay one hundred percent (100%) of the cost of tuition for job-related non-credit courses and job-related training sessions which have been approved in advance by the Sheriff, the Director of Employee Relations, and the chairman of the appropriate legislative committee.

The benefits provided in this Section shall apply to full-time employees only, and shall not apply to an employee who has been granted an education leave of absence without pay under Section 5, Article 10, of this Agreement.

Section 2.

Deputy Sheriff Uniforms

The County will provide uniforms, consisting of a shirt, pants, tie, hat, jacket, raincoat and overcoat for bargaining unit members when, in the opinion of the Sheriff, they are needed and required. The old uniform items must be turned in to the Sheriff when the new uniform items are provided. The County will pay the cleaner up to \$240.00 per year for cleaning uniforms of each member, upon presentation of a cleaning bill to the Sheriff. The County shall establish procedures for contracting with a designated cleaner or cleaners.

The Employer will provide up to \$150 each year, per member, for the purchase or repair of shoes and/or boots upon submission of proof of purchase.

ARTICLE 19
PAYMENT OF WAGES

Section 1.

Pay Days, Work Day Rate and Lag Payroll

A lag payroll was established in 2008. From that point forward, employees will be paid no more than two weeks after the end of each pay period.

In computing the payroll, the annual wage of salaried employees will be divided by 365 (366 in 2004) days and the result will be multiplied by fourteen (14) days to arrive at a bi-weekly rate. The bi-weekly rate will be divided by ten (10) working days to arrive at a work-day rate. It shall be the responsibility of the Department Head to make any necessary adjustments in the employee's salary after the certification of payrolls and prior to delivery of the employee's check.

In computing payroll, the annual wage of salaried employees will be divided by the number of workdays (260, 261, or 262) to arrive at a work-day rate and the result will be multiplied by 10 days to arrive at a biweekly salary. In order to compute the hourly rate, the biweekly salary shall be divided by 80 hours.

Section 2.

No Salaries Paid in Advance

There will be no deviation from this payment plan for vacations or for any other purposes. No salaries shall be paid in advance.

**ARTICLE 20
GRIEVANCES AND ARBITRATION**

Section 1.

Grievance Defined

For the purposes of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer, arising out of the application or interpretation of this Agreement, or a grievance as defined by Section 682, subdivision 4 of Article 15-C of the General Municipal Law.

Section 2.

Grievance and Arbitration Procedure

The inclusion in this Article of grievances as defined by Article 15-C, Section 682, subdivision 4, of the General Municipal Law is intended to substitute the grievance and arbitration procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 15-C of the General Municipal Law, and which is required by said Law, and upon the effective date of this Agreement, the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.

Section 3.

Civil Service Rules

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement does not apply to and is not intended

as a substitute or an alternative for any action permitted by, or required of the Employer, under any Article of the State or Local Civil Service Law or Rules.

Section 4.

Steps of Grievance Procedure

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Step 1: Grievances shall be presented orally by the aggrieved employee or employees to the Sheriff, or in his absence to his designated representative, with or without the employee's Association Representative, at the employee's option, and with his supervisor being present, if possible, within three (3) business days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the Sheriff or his designee does not result in resolution of the grievance within two (2) business days, then:

Step 2: The aggrieved employee or employees shall submit his signed written grievance to the Sheriff or his designee within seven (7) business days from the completion of Step 1 of the grievance with the Sheriff or his designee, stating the pertinent provisions of the collective bargaining agreement involved. The Sheriff or his designee shall make such investigation as he/she deems appropriate, and shall review matters covered by the collective bargaining agreement. Not later than seven (7) business days following the date he/she received the written grievance, the Sheriff or his designee shall give the aggrieved employee and his Association Representative his decision in writing. If that decision is unacceptable to the employee, then within five (5) business days:

Step 3: The aggrieved employee or employees may then submit the grievance to the Chairman of the Cayuga County Legislature who, within ten (10) business days after he/she receives the written grievance, will convene a meeting between the aggrieved employee or employees, the Association Representative, and the Chairman of the County legislature or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, the grievance may be submitted to arbitration by the Association within twenty (20) business days after the Association receives the Step 3 answer.

Section 5.

Failure to Answer

Failure to give an Answer within the specified time limits set out above shall automatically move the grievance to the next step.

Section 6.

Discipline and discharge

Should there be any dispute between the Employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement, with the exception of all discharge or discipline cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to the State and Local Civil Service Law and Rules, as provided in section 3 above.

Section 7.

Arbitration

In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then, not later than twenty (20) business days after the third step procedures are complete, or twenty (20) business days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration. The Association may request the Cornell Alternative Dispute Resolution Program to submit a list of Arbitrators to the Association and the Employer, for designation of a single Arbitrator, under its Voluntary Arbitration Rules.

Section 8.

Authority of Arbitrator

The Arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement.

Section 9.

The Arbitrator shall not order back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee should have earned from his employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period. Nothing herein shall preclude the Employer from granting additional awards of back pay beyond the above time limits in cases involving extraordinary circumstances.

Section 10.

No decision of the Arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

Section 11.

The Arbitrator shall not decide more than one (1) grievance on the same hearing or series of hearings, except by mutual agreement between the parties.

Section 12.

Costs of Arbitration

The decision of the Arbitrator shall be final and binding upon the parties. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

Section 13.

Time for Decision

The Arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The Arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.

**ARTICLE 21
SAVINGS CLAUSE**

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

**ARTICLE 22
AGREEMENT**

Section 1.

Entire Agreement

The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

Section 2.

Term of Agreement

Except as otherwise provided herein, this Agreement shall become effective on the date it is approved by both parties, and shall terminate at the close of business on December 31, 2016. Salaries and wages as contained in Appendix A of this Agreement shall be retroactive to January 1, 2014, for persons in employment as of the date of approval of this Agreement and for persons who retired during the period January 1, 2014, through the date of approval of this Agreement.

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

Dated: _____

**THE CAYUGA COUNTY DEPUTY SHERIFF'S
POLICE ASSOCIATION**

By: _____

COUNTY OF CAYUGA

By: _____

CAYUGA COUNTY SHERIFF

By: _____

**APPENDIX A - COMPENSATION PLAN 2014 - 2016
COUNTY OF CAYUGA**

2014

Title:	Grade	Longevity	Probation	Step 1	Step 2	Step 3
Deputy Sheriff Lieutenant	19S*	483	53,857	54,857	56,306	57,755
Detective Lieutenant	19S*	483	53,857	54,857	56,306	57,755
Detective Sergeant	18S*	418	52,348	53,348	54,796	56,246
Detective	17S*	401	50,839	51,839	53,287	54,736
Deputy Sheriff Sergeant	17S*	384	50,839	51,839	53,287	54,736
Deputy Sheriff Corporal	16S*	363	47,820	48,820	50,268	51,717
Deputy Sheriff	14S*	346	44,802	45,802	47,250	48,700

2015

Title:	Grade	Longevity	Probation	Step 1	Step 2	Step 3
Deputy Sheriff Lieutenant	19S*	483	54,817	55,817	57,291	58,766
Detective Lieutenant	19S*	483	54,817	55,817	57,291	58,766
Detective Sergeant	18S*	418	53,281	54,281	55,755	57,230
Detective	17S*	401	51,746	52,746	54,220	55,694
Deputy Sheriff Sergeant	17S*	384	51,746	52,746	54,220	55,694
Deputy Sheriff Corporal	16S*	363	48,674	49,674	51,148	52,622
Deputy Sheriff	14S*	346	45,604	46,604	48,077	49,552

2016

Title:	Grade	Longevity	Probation	Step 1	Step 2	Step 3
Deputy Sheriff Lieutenant	19S*	483	55,794	56,794	58,294	59,795
Detective Lieutenant	19S*	483	55,794	56,794	58,294	59,795
Detective Sergeant	18S*	418	54,231	55,231	56,731	58,232
Detective	17S*	401	52,669	53,669	55,168	56,669
Deputy Sheriff Sergeant	17S*	384	52,669	53,669	55,168	56,669
Deputy Sheriff Corporal	16S*	363	49,543	50,543	52,042	53,543
Deputy Sheriff	14S*	346	46,419	47,419	48,918	50,418

S: Includes \$400 in base for hazardous duty pay.

***:** Add 12% to base salary in lieu of holiday pay.