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#### Contract Database Metadata Elements

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ADMINISTRATION

**CONTRACT**  
*between*  
**THE COUNTY OF CAYUGA**  
*and*  
**THE SHERIFF'S**  
**EMPLOYEES**  
**ASSOCIATION OF CAYUGA**  
**COUNTY, INC. ("SEACC")**

*January 1, 2007 - December 31, 2011*



**CONTRACT**

**between**

**THE COUNTY OF CAYUGA**

**and**

**THE SHERIFF'S EMPLOYEES ASSOCIATION OF CAYUGA COUNTY, INC.  
("SEACC")**

**2007, 2008, 2009, 2010 and 2011**



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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 Sheriff's Employees Association of Cayuga County, Inc. ("SEACC"), 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 any 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 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 is under the constant scrutiny of the public at large and that he is performing an essential service private enterprise cannot undertake.

## ARTICLE 2

### RECOGNITION

#### Section 1

The County and the Sheriff hereby recognize the Sheriff's Employees Association of Cayuga County, Inc. ("SEACC"), 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 employees of the Cayuga County Sheriff's Department except 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. Also excluded from the bargaining unit are: Chief Criminal Investigator(s), Criminal Investigator(s), Deputy Sheriff Lieutenant(s), Identification Officer(s), Deputy Sheriff Sergeant(s) and Deputy Sheriff(s) of the Cayuga County Sheriff's Department and other Sheriff's Department employees who perform criminal law enforcement duties. Job titles excluded from the bargaining unit are contained in a listing hereinafter identified as Appendix A and attached hereto. 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 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 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 completion of the maximum period of service or upon earlier written notice following completion of minimum period of service that his 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 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. 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 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.**

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.**

The Employer and the Association agree not to be discriminate against employees on the basis of sex, age, color, creed or national origin, either in employment or membership.

## **ARTICLE 3**

### **ASSOCIATION SECURITY**

#### **Section 1.**

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 at Post Office Box 1992, Auburn, New York 13021.

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 monthly at Post Office Box 1992, Auburn, New York 13021.

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.**

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 membership in the Association or because of any lawful activities on behalf of the Association and his fellow members.

### **Section 3.**

Association Business - The Association may designate one or more delegates who have the written approval of the Sheriff or his 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 his 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 his 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.**

Representative - The Association Attorney 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.**

The County and the Sheriff recognizes the right of the Association to have at least monthly meetings with the Sheriff or his 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.**

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 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.**

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. 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 Credit Union.

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.**

The Association, the County, and the Sheriff hereby agree to the Amended Compensation Plan for 2007, 2008, 2009, 2010 and 2011, attached hereto and marked Appendix B, and it shall become effective January 1, 2007.

#### **Section 2.**

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

#### **Section 3.**

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 position. The employee shall then receive a proportionate share of the annual rate as his salary for the part time position.

#### **Section 4.**

Each employee shall be entitled to a one-step increase in salary up to the maximum salary for the grade to which his 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 his designee, with attention given to the efficiency with which the employee has performed his duties, as well as his attendance record and any other factors having an effect on his 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.**

A new appointee shall be paid \$350 less than the first step of pay set forth in the attached Compensation Plan for the position to which he is appointed, for a period of six (6) months.

**Section 6.**

If an employee's position is re-allocated to a lower salary grade, the employee shall be permitted to continue at his 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 present rate of pay is below the maximum of the lower grade, he shall be entitled to the increments of the lower grade until the maximum of the grade is reached.

**Section 7.**

In the event that an employee is promoted, his 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.**

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

**Section 9.**

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

**Section 10.**

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 is to be reassigned to the position he held prior to such assignment, and be paid the lower grade rate of pay he would be entitled to if such assignment had not been made.

#### **Section 11.**

The County and the Association hereby agree to reopen negotiations in the case of any individual Sheriff's Department employee or any group of Sheriff's Department employees whose particular working conditions might warrant an adjustment from the general provisions of this Agreement.

#### **Section 12.**

When an employee exercises his seniority rights and replaces an employee with less seniority as stated in Section 4 of Article 12 of this Agreement, he shall be paid the pay grade or rate of the job title of the less senior employee he replaces at the Step he was paid before replacing the less senior employee.

#### **Section 13.**

The Employer agrees to pay a mileage reimbursement at the approved Internal Revenue Service rate in effect as of January 1 of each year or at any reduced IRS approved rate occurring after the commencement of the calendar year for 2007, 2008, 2009, 2010 and 2011 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 14.**

**Jury Duty.** An employee who is required to serve on jury duty will be paid the difference between his regular rate of pay for his regular work day and his 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 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 work day. The employee, upon his 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 was on jury duty and the jury duty pay he is entitled to receive.

#### **Section 15     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. The County will have the right to elect to terminate the Plan if it gives notice to the

SEACC Unit 90 days prior to the expiration of 2007 - 2011 Agreement.

**ARTICLE 6**  
**VACATIONS**

**Section 1.**

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

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

- a. 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.

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.**

After a full-time employee covered by this Agreement has served one (1) year continuously, including his probationary period of service, and terminates his 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 retires, or he shall lose it. It cannot be carried over to the following year.

### **Section 3.**

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

Subject to the conditions contained within the Memorandum of Understanding dated February 4, 2003, employees may apply for vacation time during the period of November 1 and November 15 of each year for the next calendar year. No later than January 1, the Sheriff or designee shall post the vacation schedule for vacation applications that he has received up through November 15 and notify employees if the vacation has been granted. In the event of conflict of granting of vacations, employees with the longest seniority will have first selection. For vacations that have been denied because of a conflict at the time of initial submission, a second request may be submitted between November 15 and November 30. Additional vacation time for which an employee has not applied for or time resulting from a denial of vacation, may be applied for after January 1. Vacation time that is approved will be granted on a first come, first granted basis.

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.

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 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 total credited sick leave is less than 195 days, and during which he 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.**

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.

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

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.

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 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 Communication's Office, or, if access to the Communication's Office is not available, then to the employee designated by the Sheriff, during the first hour of his work shift. In positions requiring replacements in case of absence, the employee shall report same to his immediate supervisor or to his Sheriff at least one hour before his 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.**

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.**

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.**

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.

Corrections Officers who are engaged in Corrections officer activities and are eligible shall be provided an optional 25 year retirement plan, pursuant to Sections 89-p and 603 (1) of the Retirement and Social Security Law. This provision will be implemented effective January 1, 2006.

#### **Section 2.**

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.**

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 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.**

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**  
**PERSONAL LEAVE**

**Section 1.**

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.

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 shall be used for routine doctor and dentist appointments, and will not be unreasonably denied. Personal time shall not be paid upon termination of employment.

## **MATERNITY LEAVE**

### **Section 4.**

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.

## **LEAVE OF ABSENCE**

### **Section 5.**

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.**

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.

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, SEACC 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.

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 January 1, 2005, 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 January 1, 2005, eligible members of the negotiating unit who retire on or after January 1, 2005, and who have individual coverage only,

shall pay ten (10%) percent of the individual coverage premium for health insurance.

Effective January 1, 2007, new employees hired on or after January 1, 2007, will be required to have at least twenty (20) years of County service in order to be eligible for health insurance coverage in 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, 2011.

### **Section 3.**

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 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**

Commencing with the ratification of the 1993 - 1996 Agreement, a requirement for a \$6.00 co-payment for non- generic and \$3.00 for generic prescription drugs will be included as part of the healthcare schedule of benefits.

Effective July 1, 2005, a requirement for a \$10.00 co-payment for non- generic

and \$5.00 for generic prescription drugs will be included as part of the healthcare schedule of benefits.

Effective with the implementation of the 2007 – 2011 agreement, a requirement for a \$15.00 co-payment for non-generic and \$7.00 for generic prescription drugs will be included as part of the healthcare schedule of benefits.

#### **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 with the implementation of the 2007 – 2011 agreement, major medical deductibles will be increased from \$100.00 for the individual deductible to \$150.00, and the \$300.00 family deductible will be increased to \$450.00.

#### **Section 6. Health Insurance Self Funding Committee**

The County and the Cayuga County Sheriff's Unit agree to establish a committee consisting of eight (8) members with four (4) members being appointed by the Chairman of the County Legislature and four(4) members being appointed by the Unit to study and make recommendations concerning self funding the healthcare schedule of benefits.

## ARTICLE 12

### EMPLOYMENT SECURITY

#### Section 1.

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.

All other employees not covered by Section 1 of this Article and who have completed their initial probationary employment with the Sheriff's Department shall utilize the following procedure for disciplinary and discharge matters.

Disciplinary action shall include, but is not limited to, oral and written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be proposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the SEACC unit president. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employer's. However, no employee shall be suspended in excess of thirty (30) days pending disposition of the grievance.

If the employee disagrees with the discipline or discharge action proposed, the employee or the Association may present or file a grievance at the Step 2 level or in the case of suspension or discharge, at the Step 3 level of the Grievance Procedure and if necessary, through to the arbitration procedure contained in Article 20. Failure to present or file a grievance within the time frame of the Grievance Procedure will constitute acceptance of the proposed penalty by the employee and the Association and will settle the matter in its entirety.

Employees shall have the right to be represented at each step of the procedure by a SEACC representative if he or she elects to do so. Employees shall be given the opportunity to resolve the proposed discipline by settlement and waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Subject to a mutual written agreement between the SEACC, and the Division of Employee Relations, the time limits hereinabove specified may be waived.

Notwithstanding the provisions of Article 20, Section 7 (Arbitration), of this Agreement, the Association and the Employer, in order to expedite the resolution of the dispute by an impartial arbitrator, may agree on an ad hoc Arbitrator who is willing to hear and decide the disciplinary dispute within approximately two (2) weeks of the

Employer's Answer at Step 3 of the grievance procedure.

### **Section 3.**

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.

Seniority, physical ability, and aptitude are the factors which will prevail in the case of promotion, demotion, layoff, recall and reduction-in-forces of employees in the non-competitive and labor classes. If physical ability and aptitude are relatively equal, seniority will prevail.

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. 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.

An employee in the non-competitive class and labor 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 4.**

The Employer has the right to layoff by classifications within any department of the County. In the case of job abolishment, reduction-in-forces, layoff and recall of employees in the non-competitive and labor classes, the following procedure shall prevail:

1. The employee involved shall have the right to replace another employee who has a lesser seniority date, providing, however, that the replaced employee has the same title.
2. If an employee cannot replace anyone within his title because of lack of seniority, he may replace someone in another title at the same Grade or lower Grade, with less seniority, if qualified, as determined by the Employer, subject to the grievance procedure.
3. Employees shall be recalled in reverse order of layoff.
4. No violations of Civil Service Law or Rules and Regulations, or any other law, will be permitted under this Section.
5. When an employee completes his probationary period as stated in Article 2 of this Agreement, he shall be entered on the seniority list from his date of hire. There

shall be no seniority among probationary employees.

6. In case of layoff, probationary employees shall be laid off first. Seniority employees shall be laid off in the inverse order of their seniority.
7. When an employee is laid off due to a reduction in the work force or job abolishment, he shall be permitted to exercise his seniority rights to replace an employee with less seniority as stated in subsections 1 and 2 of this Section, and such employee may, if he so desires, replace an employee with less seniority.
8. When the work force is increased after a layoff or job abolishment, employees will be recalled according to the order of seniority as stated in subsection 3 of this section. Notice of recall shall be sent to the employee at his last known address by registered mail. If an employee fails to report for work by the fourteenth (14th) day from the date of mailing of the notice of recall, he shall be considered a "quit". Recall rights for an employee who has not been recalled after a layoff shall expire two (2) years from the date of the layoff. Employees who have been laid off for six (6) months or more and are recalled to work shall, before returning to work, be required to pass a physical examination by a physician selected and paid for by the Employer, certifying that the employee is physically able to continue the performance of his work.
9. The Employer shall be the sole judge of ability to perform the work required, subject to grievance for abuse of judgment.
10. When reached for recall in their job titles in their original departments, employees who have replaced less senior employees pursuant to subsections 1 or 2 of this Section shall be required to return to work in their job titles in their original departments if recalled within two (2) years.

#### **Section 5.**

If a vacancy occurs within the non-competitive classification, with the County, the following procedure shall prevail:

1. The job to be filled will be posted on the bulletin board for a period of three (3) working days. The posting will show (1) job title (2) rate of pay (3) location (4) a space for interested employees to sign their names.
2. After three (3) working days, the most senior employee shall be offered the job if he meets the following qualifications: (1) physical ability (2) aptitude (3) seniority. With (1) and (2) being equal, (3) will prevail.

## **ARTICLE 13**

### **LONGEVITY**

#### **Section 1.**

To express appreciation to the employees who were employed by the County prior to January 1, 1975, and who have faithfully served the County over the years, the following longevity plan is recommended for full-time employees only:

\$100 after 5 years of continuous service.

+ 1 increment after 10 years of service.

+ a second increment after 15 years of service.

+ a third increment after 20 years of service.

Such longevity benefits are to be added to the employee's base salary.

#### **Section 2.**

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

Effective January 1, 2007, each full-time employee shall receive longevity pay of Two Hundred Dollars (\$200.00) annually for each consecutive five (5) years of service to a maximum of One Thousand Dollars (\$1,000.00). 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.

#### **Section 3.**

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.**

The following days shall be designated paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

In the event that the Federal Government and New York State observe one of the above holidays on different days, the Sheriff's Department will observe the same day as New York State observes the holiday.

When one of the above holidays falls on a Saturday, the preceding Friday shall be designated as the holiday. When one of the above holidays falls on a Sunday, the following Monday shall be designated as the holiday.

Each full-time employee covered by this Agreement who is actively working and on the Sheriff's Department payroll at the time the holiday occurs will be entitled to the paid holidays specified in this Section, provided that:

- a. the employee is not on layoff, leave of absence, or workmen's compensation at the time the holiday occurs. An employee on paid sick leave at the time the holiday occurs will be entitled to the paid holiday in lieu of the paid sick leave day.

A regularly scheduled part-time employee covered by this Agreement will receive a proportionate benefit under this Section.

#### **Section 2.**

Each employee of the Sheriff's Department who is required to work on a holiday shall receive his holiday pay or compensatory time off, plus time and one-half (1 1/2) his

straight time hourly rate for all holiday hours worked. This section shall apply to each employee who is required to report for work during the twenty-four (24) hour period which comprises the holiday. The twenty-four (24) hour period shall commence at 12:01 a.m. on the day of the holiday.

**Section 3.**

Overtime hours worked during the twenty-four (24) hours comprising the holiday shall be paid for at time and one-half (1 1/2) the straight time hourly rate; overtime which is worked prior to or after the twenty-four (24) hours comprising the holiday shall be paid for at the straight time hourly rate, except as set forth in Article 15.

**Section 4.**

Employees who receive the twelve (12%) percent differential provided in Article 16 shall be excluded from the provisions of this Article.

## **ARTICLE 15**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1.**

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 Corrections Officers 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 Corrections Officers 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 shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of compensation for all hours over forty (40) per week for regular employees, so long as the Fair Labor Standard Act applies to Local government employees.

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 his designee, the employee shall be paid his/her straight time daily rate of pay.

The County will comply with the FLSA provisions for Corrections Officers and other law enforcement officers by payment of overtime for hours worked in excess of 86 hours during a fourteen (14) consecutive day pay period (Section 7-K), 29 USC 207 (K). The work periods for law enforcement, pursuant to the partial overtime exemption of Section 207 (k) of the FLSA are hereby established as a fourteen (14) consecutive day period for which the computation for overtime payments shall commence after 86 hours worked. The work period and the payroll period will cover the same time period, but there will be no requirement to pay overtime compensation in the same payroll as salary or wages are paid for time worked. In the event that a fourteen (14) day period is not permitted under Section 207 (k), the County reserves the right to return to a twenty-eight (28) consecutive day work period.

**Section 3.**

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

**Section 4.**

For purposes of this Agreement, an employee's straight time hourly rate shall be his regular weekly pay, and shall include longevity, shift pay (as stated in Article 16, Section 1), 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.**

Any employee who is called to work prior to his scheduled shift or called after he 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.**

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.**

Overtime will be distributed on a fair and equitable basis among the employees in each job classification.

**Section 8.**

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

The Sheriff will rotate the shifts of Corrections Officers at least every two (2) months. This provision shall not apply to the Civil Deputies, Process Server, Records Clerk, and Supervisors.

A committee composed of two persons selected by the Sheriff and two persons selected by the President of the SEACC Unit will meet to review the procedures for assigning shifts. Alternative shift rotations for the assignment of shifts by seniority may be implemented if the parties agree. In the event the Cayuga County Sheriff determines that the method of assigning shifts is not effective, the Sheriff may exercise his discretion to discontinue the practice by giving ten (10) days notice. Under such circumstances, the shift schedule will revert to the procedures contained within the first two paragraphs of section 8 of Article 15.

## **ARTICLE 16**

### **NIGHT DIFFERENTIAL**

#### **Section 1.**

Employees who have regularly scheduled hours of work which commence between 3:00 P.M. and 3:00 A.M. who are not otherwise covered by the provisions of Article 16, Section 2 shall receive a differential of ten (10%) percent of their salary in addition to the salary of the employee's grade.

#### **Section 2.**

Employees of the Sheriff's Department, with the exception of the Account Clerk Typist, Cleaner, Records Clerk, Janitor, Cook, Registered Professional Nurse (Jail) and one (1) Civil Enforcement Officer who serves civil process, but including the Corrections Officers in the Sheriff's Department, shall receive a twelve percent (12%) differential for all shifts worked in lieu of any claim for holiday pay in accordance with Article 14 of this Agreement.

## **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 his 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.**

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.**

Effective with the approval of this Agreement, the County will provide an initial uniform as described in Appendix C for the Corrections Officers in the Sheriff's Department. Subject to the approval of the Sheriff old uniform items may continue to be used for work purposes. The County will pay two hundred dollars (\$200.00) per year for 2007, 2008, 2009, 2010 and 2011, between January 1st and February 28th for cleaning uniforms of each Corrections Officer in the Sheriff's Department.

Effective January 1, 2007, the Employer will provide reimbursement to Corrections Officers for the purchase of one pair of shoes and one pair of boots each year upon submission of proof of purchase.

Effective with the implementation of this agreement, the Employer will provide one (1) pair shoes and boots each year during the term of this agreement.

**Section 3.**

Health and Safety. Effective July 1, 1987, the Employer and the Association will establish a joint Health and Safety Committee. This Committee will be made up of two (2) representatives from both Labor and Management. The Committee will meet at least once every three (3) months. All meetings will be held after working hours. This Committee's main objective is to create a safe work environment and promote safety and health education.

## **ARTICLE 19**

### **PAYMENT OF WAGES**

#### **Section 1.**

For salaried employees, salary checks shall be paid as follows: In 2002 - First payment on January 12, 2007 for ten (10) working days for the payroll ending January 13, 2013. Subsequent payments every fourteen (14) days thereafter. 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.

Effective with the implementation of this agreement or as soon thereafter as possible, 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.

Effective with the implementation of this agreement or as soon thereafter as possible, the parties agree to institute a two week lag payroll. The lag payroll will lag one day's pay during each succeeding payroll until the two week lag is reached.

#### **Section 2.**

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.

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.

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.

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.

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) working 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) working days, then:

**Step 2:** The aggrieved employee or employees shall submit his signed written grievance to the Sheriff or his designee within seven (7) working 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 deems appropriate, and shall review matters covered by the collective bargaining agreement. Not later than seven (7) working days following the date he 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) working days:

**Step 3:** The aggrieved employee or employees may then submit his grievance to the Chairman of the Cayuga County Legislature who, within ten (10) working days after he receives the written grievance, will convene a meeting between the aggrieved employee or employees, his 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) working days after the Association receives the Step 3 answer.

#### **Section 5.**

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

#### **Section 6.**

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.

### **ARBITRATION**

#### **Section 7.**

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) working days after the third step procedures are complete, or twenty (20) working 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 American Arbitration Association 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.**

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 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.**

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.**

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.**

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.**

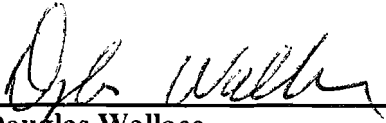
Except as otherwise provided herein, this Agreement shall become effective on the date it is approved by both parties, and shall terminate at the close of business on December 31, 2011. Salaries and wages as contained in Appendix B of this agreement shall be retroactive to January 1, 2007, for persons in employment as of the date of approval of this Agreement and for persons who retired during the period January 1, 2007, 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.

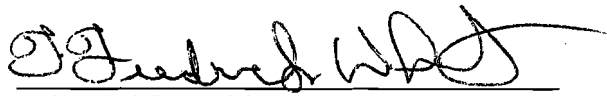
Dated: \_\_\_\_\_, 2008

**The Sheriff's Employee Association of Cayuga County, Inc. ("SEACC")**

By:

  
\_\_\_\_\_  
**Douglas Wallace**  
SEACC Unit President

By:

  
\_\_\_\_\_  
**T. Fredrick Whiting**  
SEACC Vice President

\_\_\_\_\_

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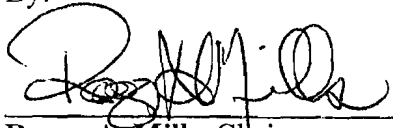
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**County of Cayuga**

By:



**Roger A. Mills**, Chairman  
Cayuga County Legislature



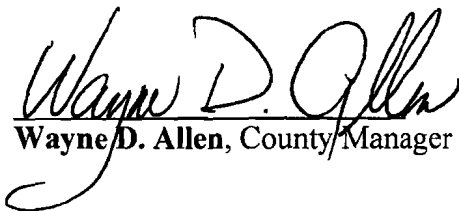
**David S. Gould**  
Cayuga County Sheriff



**Francis C. Mitchell**,  
Chairman, Way and Means Committee



**Raymond E. Lockwood**, Chairman  
Judicial and Public Safety Committee



**Wayne D. Allen**, County Manager

## **APPENDIX A - JOB TITLES EXCLUDED FROM BARGAINING UNIT**

**ALL EMPLOYEES COVERED BY CSEA**

**ALL EMPLOYEES COVERED BY NYSNA**

**ALL EMPLOYEES COVERED BY DSPA**

**ALL TEMPORARY, SEASONAL, AND PART TIME EMPLOYEES (less than half time)**

### **DEPARTMENTAL POSITIONS:**

#### **Assessment & Taxation:**

Director Real Property Tax Services II (6-yr term)

#### **Buildings:**

Superintendent of Buildings and Grounds (Local Law #1, for year 2005)

Building Maintenance Supervisor

#### **Civil Service:**

Chairman, Civil Service Commission, Part-Time

Commissioner, Part-Time

Human Resources Administrator (Res. 355-05)

Deputy Human Resources Administrator (Res. 355-05)

#### **Coroner:**

Coroner, Part-Time

Coroner's Investigator, Part-Time

Coroner's Physician

Medical Transcriptionist, Part-Time

#### **County Attorney:**

County Attorney (Local Law# 1 for the year 2004; Res. 281-04)

Assistant County Attorney, (Res. 419-99, eff 1/1/00)

Paralegal

Confidential Secretary to County Attorney

Confidential Secretary to County Attorney II

#### **County Clerk:**

County Clerk

Deputy County Clerk

Deputy County Clerk II, (Res. 84-98)

Deputy County Clerk III (Res. 84-98)

Recording Clerk, Part-Time

**County Historian:**

County Historian, Part-Time

**County Manager**

County Manager

Administrative Assistant to County Manager

Account Clerk Typist

Purchasing Agent

**County Treasurer:**

County Treasurer

Deputy County Treasurer (2)

Administrative Assistant (Res. 147-98)

CCIDA Secretary/Treasurer (Res. 29-06)

**District Attorney:**

District Attorney

Chief Assistant District Attorney FT (Res. 419-99 eff. 1/1/00)

Assistant District Attorney FT

Assistant District Attorney FT (VAW) Res. 403-98

Confidential Investigator

Assistant District Attorney, Part-Time

Administrative Assistant to District Attorney

Confidential Secretary to District Attorney I Res. 84-98

Confidential Secretary to District Attorney II Res. 84-98

Paralegal

Grand Jury Stenographer, Res. 288-98

Victim/Witness Prog. Coord. (Res., 162-99, effective 7/1/99)

**DWI Program:**

Stop DWI Coordinator, part time (Res. 419-99, eff. 1/1/00)

**Elections:**

Commissioners, Part-Time

Deputy Election Commissioner (Res. 581-05)

Clerk, part time

**Emergency Management Services:**

Dep. Dir. for Fire/Emgcy. Med. Svcs, PT (Res. 315-97)

Emergency Vehicle Oper. Instructor, PT

Deputy County fire/EMS Coordinator Res. 542-99

**Emergency Management:**

Director of Emergency Services (Res. 419-99, eff. 1/1/00)

**E-911**

911 Administrator (Local Law #2 for the year 2005; Res. 135-06))  
Deputy 911 Administrator

**Emerson Park:**

Park Maintenance Supervisor (Res. 133-99)  
Assistant Park Maintenance Supervisor (Res. 134-99)

**Employment and Training:**

Employment and Training Director II  
Deputy Employment and Training Director

**Fire Control:**

Deputy Director of Fire Services, Part-Time (res. 315-97)  
Fire Investigator, Part Time  
County Fire Police Instructor, Part-Time  
Fire Equipment Examiner, Part-Time  
Deputy County Fire Coordinator Res. 542-99

**Highway:**

County Highway Superintendent (Local Law#1, for the year 2005)  
General Highway Supervisor  
Garage Manager

**Indigent Defendant:**

Administrator, PT  
Deputy Administrator, PT

**Legislative Board:**

Clerk to Legislative Board  
Deputy Clerk to Legislative Board  
Legislative Assistant

**Legislature:**

Legislator  
Chairperson, part-time  
Secretary to the Chairperson (Leg. Bd.) (Res. 84-98)  
Sexual Harassment Officer (Res. 419-99, eff. 1/1/00)  
Deputy Sexual Harassment Officer (Res. 419-99, eff. 1/1/00)

**Mental Health:**

Director of Community Mental Health Services  
Deputy Director Community Mental Health  
Nurse Practitioner  
Staff Psychiatrist (C.M.H.)  
Administrative Assistant

**Nursing Home:**

Nursing Home Administrator  
Assistant Nursing Home Administrator  
Controller  
Director of Nursing Services  
Assistant Director Nursing Services  
Junior Accountant (Res. 340-98)  
Supervising Nurse  
Account Clerk Typist

**Office for the Aging:**

Director

**Planning Board:**

Director of Planning (37.5 hr.)  
Environmental Engineer (37.5 hr.)  
Administrative Assistant (Res. 87+328-98) (37.5 hr)

**Probation Department:**

Probation Director II

**Public Health Department:**

Director of Health & Human Services  
Deputy Director for Health Services  
Budget Director  
Director of Patient Services  
Director of Community Health Services  
Sr. Public Health Engineer  
Public Health Engineer  
Director of Administrative Services (PHD)  
Confidential Secretary to the Director Health & Human Services

**Social Services:**

Deputy Director for Social Services  
Social Services Attorney, Full-Time  
Director of Administrative Services (DSS)  
Social Services Attorney, Part-Time  
Long-Term Care Administrator

**Sheriff & Jail:**

Sheriff  
Under Sheriff  
Correction Facility Administrator  
Fiscal Officer  
Confidential Secretary to Sheriff

Jail Physician, Part-Time

**Veterans Service:**

Director, Veterans Service Agency

Deputy Director, Veterans Service Agency

**Weights & Measures:**

Director of Weights & Measurers A

Assistant Director of Weights & Measurers A, Part-Time

**Youth Bureau:**

Director

## APPENDIX B

### COUNTY OF CAYUGA

#### SCHEDULE OF RANGES IN ANNUAL AMOUNTS

Effective January 1, 2007 to December 31, 2007

TITLE	GRADE	INC. LONG.	PROB.	1st Step	2nd Step	3rd Step	4th Step
<hr/>							
<b>Corrections:</b>							
Corrections Lieutenant	15S*	358	41,716	42,066	42,898	43,752	44,626
Corrections Sergeant	11S*	319	36,716	37,066	37,898	38,752	39,626
Corrections Officer	9S*	255	31,716	32,066	32,898	33,752	34,626
<b>Civilian:</b>							
Cook - Jail	7S	222	30,151	30,501	31,182	31,888	32,650
Reg. Prof. Nurse (Jail)	17S	401	40,244	40,594			40,594
Civil Enforcement Officer	14S*	346	35,993	36,343	37,492	38,697	39,896
Clerk	5S	201	29,685	30,035	30,657	31,269	31,910
Account Clerk Typist	5S	201	29,685	30,035	30,657	31,269	31,910

S: includes \$400 in base for hazardous duty pay

\*: add 12% to base salary in lieu of holiday pay

**COUNTY OF CAYUGA**

**SCHEDULE OF RANGES IN ANNUAL AMOUNTS**

**Effective January 1, 2008 to December 31, 2008**

<b>TITLE</b>	<b>GRADE</b>	<b>INC. LONG.</b>	<b>PROB.</b>	<b>1st Step</b>	<b>2nd Step</b>	<b>3rd Step</b>	<b>4th Step</b>
<hr/>							
<b>Corrections:</b>							
Corrections Lieutenant	15S*	358	43,504	43,854	44,721	45,611	46,523
Corrections Sergeant	11S*	319	38,291	38,641	39,509	40,399	41,310
Corrections Officer	9S*	255	33,079	33,429	34,296	35,186	36,098
<b>Civilian:</b>							
Cook - Jail	7S	222	31,447	31,797	32,507	33,243	34,038
Reg. Prof. Nurse (Jail)	17S	401	41,969	42,319			42,319
Civil Enforcement Officer	14S*	346	37,538	37,888	39,085	40,342	41,592
Clerk	5S	201	30,961	31,311	31,960	32,598	33,266
Account Clerk Typist	5S	201	30,961	31,311	31,960	32,598	33,266

S: includes \$400 in base for hazardous duty pay

\*: add 12% to base salary in lieu of holiday pay

**SCHEDULE OF RANGES IN ANNUAL AMOUNTS**  
**Effective January 1, 2009 to December 31, 2009**

<b>TITLE</b>	<b>GRADE</b>	<b>INC. LONG.</b>	<b>PROB.</b>	<b>1st Step</b>	<b>2nd Step</b>	<b>3rd Step</b>	<b>4th Step</b>
<hr/>							
<b>Corrections:</b>							
Corrections Lieutenant	15S*	358	45,368	45,718	46,622	47,550	48,500
Corrections Sergeant	11S*	319	39,934	40,284	41,188	42,116	43,066
Corrections Officer	9S*	255	34,500	34,850	35,754	36,682	37,632
<b>Civilian:</b>							
Cook - Jail	7S	222	32,799	33,149	33,889	34,656	35,484
Reg. Prof. Nurse (Jail)	17S	401	43,768	44,118			44,118
Civil Enforcement Officer	14S*	346	39,148	39,498	40,747	42,056	43,359
Clerk	5S	201	32,292	32,642	33,318	33,983	34,680
Account Clerk Typist	5S	201	32,292	32,642	33,318	33,983	34,680

S: includes \$400 in base for hazardous duty pay

\*: add 12% to base salary in lieu of holiday pay

**SCHEDULE OF RANGES IN ANNUAL AMOUNTS**  
**Effective January 1, 2010 to December 31, 2010**

<b>TITLE</b>	<b>GRADE</b>	<b>INC. LONG.</b>	<b>PROB.</b>	<b>1st Step</b>	<b>2nd Step</b>	<b>3rd Step</b>	<b>4th Step</b>
<hr/>							
<b>Corrections:</b>							
Corrections Lieutenant	15S*	358	47,311	47,661	48,603	49,571	50,561
Corrections Sergeant	11S*	319	41,646	41,996	42,938	43,906	44,896
Corrections Officer	9S*	255	35,981	36,331	37,273	38,241	39,231
<b>Civilian:</b>							
Cook - Jail	7S	222	34,207	34,557	35,329	36,129	36,992
Reg. Prof. Nurse (Jail)	17S	401	45,643	45,993			45,993
Civil Enforcement							
Officer	14S*	346	40,826	41,176	42,478	43,844	45,202
Clerk	5S	201	33,680	34,030	34,734	35,428	36,154
Account Clerk Typist	5S	201	33,680	34,030	34,734	35,428	36,154

S: includes \$400 in base for hazardous duty pay

\*: add 12% to base salary in lieu of holiday pay

**SCHEDULE OF RANGES IN ANNUAL AMOUNTS**  
**Effective January 1, 2011 to December 31, 2011**

<b>TITLE</b>	<b>GRADE</b>	<b>INC. LONG.</b>	<b>PROB.</b>	<b>1st Step</b>	<b>2nd Step</b>	<b>3rd Step</b>	<b>4th Step</b>
<b>Corrections:</b>							
Corrections Lieutenant	15S*	358	49,336	49,686	50,669	51,678	52,710
Corrections Sergeant	11S*	319	43,430	43,780	44,763	45,772	46,804
Corrections Officer	9S*	255	37,525	37,875	38,857	39,866	40,898
<b>Civilian:</b>							
Cook - Jail	7S	222	35,676	36,026	36,831	37,664	38,564
Reg. Prof. Nurse (Jail)	17S	401	47,598	47,948			47,948
Civil Enforcement Officer	14S*	346	42,576	42,926	44,284	45,707	47,123
Clerk	5S	201	35,126	35,476	36,210	36,933	37,690
Account Clerk Typist	5S	201	35,126	35,476	36,210	36,933	37,690

S: includes \$400 in base for hazardous duty pay

\*: add 12% to base salary in lieu of holiday pay

## APPENDIX C

### CORRECTIONS OFFICER UNIFORMS AND EQUIPMENT

#### Corrections Officer Initial Issue

#### Quantity

#### Clothing

Winter Jacket	1 department issued
Lightweight Jacket	1 department issued
Winter Gloves	1 pair
Winter Hat	1 each
Hat (Stetson)	1 each
Rain Cap Cover	1 each
Collar Insignia	2 pair
Name Tag	1 for shirt, 1 for coat
Pants	2 pair (and each year thereafter)
Shirts	2 long sleeve, 2 short sleeve (and each year thereafter)
Dept. Casual Shirt	1 long sleeve, 1 short sleeve (and each year thereafter)
Tie	1 each
Tie Bar	1 each
Shoes/Boots	1 pair of each (Authorized Vendors only) (and each year thereafter)

#### Equipment

Badges	2 each
Handcuffs	1 set
Handcuff Keys	1 set
Duty Flashlight	1 each
Leathers consisting of:	Inner duty belt
	Web ultra duty belt (for outside facility)
	Holster for duty weapon
	4 molded belt keepers
	Ammo carriers and cases
	Handcuff case
	Latex glove pouch
	Radio holder
	Flashlight holder
	Badge Wallet
	Belt Keepers
	Microphone carrier for radio
	Web Duty Belt (for inside jail use)
	Key Keeper (choice of style)
	Kevlar Search Gloves