

# AGREEMENT

by and between the

COUNTY OF TIOGA

and

TIOGA COUNTY LAW  
ENFORCEMENT UNION, INC.

January 1, 2009 – December 31, 2012

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# AGREEMENT

This Agreement is effective January 1, 2009 by and between the COUNTY OF TIOGA, State of New York, hereinafter called the "County", and the TIOGA COUNTY LAW ENFORCEMENT UNION, INC., hereinafter referred to as "TCLEU".

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

## ARTICLE 1: PURPOSE AND INTENT

It is the purpose and intent of this Agreement to promote harmonious and cooperative relationships between the County and the employees of the Tioga County Sheriff's Office, who are represented by the TCLEU, for the mutual benefit of both, and for the benefit of the public. The County agrees that it will administer its obligations under this Agreement in a manner which shall be fair and impartial to all employees represented by the TCLEU, and that it will not discriminate against any employee by reason of sex, nationality, race or creed.

## ARTICLE 2: LAW GOVERNING

This Agreement shall be governed by the Public Employees Fair Employment Act and all other relevant provisions of other State statutes, and also all local laws and resolutions of the County which are not inconsistent with this Agreement.

If any provision of the Agreement is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed or enforced, except to the extent permitted by law.

If any provision of this Agreement is, or shall at any time thereafter be contrary to law, all remaining provisions of this Agreement shall continue in effect.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

## ARTICLE 3: RECOGNITION

The County recognizes the TCLEU as the sole and exclusive negotiating agent for the full-time employees of the Tioga County Sheriff's Office in the following titles: Lieutenant; Senior Investigator, Sheriff-Sergeant, Staff Administrative Sergeant, Deputy Sheriff and Investigator concerning the terms and conditions of employment and consideration and settlement of grievances arising in connection therewith. Full-time shall be defined as those employees who ordinarily work one-half or more of the normal work week. In addition, each new law enforcement position created by the County in the Sheriff's Office during the term of this Agreement shall also be represented by the TCLEU.

ARTICLE 4:            RIGHTS AND DUTIES OF TCLEU

The County recognizes the right of the employees to designate two (2) representatives of the TCLEU to represent them in matters arising under this Agreement, such as salaries, wages, working conditions, disputes and grievances. Any of such representatives may make a reasonable number of visits to employees during working hours for the purpose of discussing such matters, and any of said representatives or a designee thereof, may also appear before a department head or the appropriate committee of the County Legislature, or the County Legislature itself, when occasion may reasonably require such an appearance.

The TCLEU shall have the right to post notices and communications on bulletin boards maintained on the premises and facilities of the Tioga County Sheriff's Office, and further shall be furnished appropriate quarters for the holding of TCLEU meetings and the conducting of TCLEU business in the Tioga County Sheriff's Office building, subject to the approval of the Sheriff and the TCLEU.

The officers and agents of the TCLEU shall have the right to visit the County's premises and facilities at reasonable times and on reasonable occasions for the purpose of adjusting grievances and discussing the administration of the terms and conditions of this Agreement. Additionally, TCLEU officers and negotiating team members shall be allowed, during working hours, and without loss of pay, to attend negotiating sessions and related meetings held in connection with labor negotiations.

ARTICLE 5:            NO STRIKE PLEDGE

The TCLEU affirms that it does not assert the right to strike against the County, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or to participate in such a strike.

ARTICLE 6:            DUES DEDUCTIONS

The County will deduct from the wages of employees represented by the TCLEU, from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the County in accordance with this Article will be remitted to TCLEU on a regular monthly basis.

ARTICLE 7:            SALARIES AND WAGES

Section 1. Part-time employees shall be defined as those persons who ordinarily work less than one-half of the normal work week for the type of position held.

No employee heretofore defined as a full-time employee because he worked more than the equivalent of two normal working days in each week shall be deprived of any rights or benefits to which he became entitled as a full-time employee, even though he may hereafter work less than one-half of a full work week, except that this provision shall not be construed as granting Civil Service status to a part-time

employee who was not a full-time employee at the time of the "blanket in" of the employees of the Sheriff's Department.

**Section 2.** A. Deputy Salary Schedule:

January 1, 2009 – March 31, 2010, salaries determined based upon the 2008 salary schedule in the 2006 - 2008 Agreement.

Effective April 1, 2010, all employees shall receive an annual salary based on the following schedule:

<u>Effective</u>	<u>April 1, 2010:</u>	<u>January 1, 2011:</u>	<u>January 1, 2012:</u>
HIRE	\$40,783	\$42,108	\$43,476
1 year	\$43,623	\$45,040	\$46,504
2 yrs	\$46,462	\$47,972	\$49,531
3 yrs	\$49,560	\$51,170	\$52,833

B. Sergeant/Investigator Salary Schedule.

<u>April 1, 2010:</u>	<u>January 1, 2011:</u>	<u>January 1, 2012:</u>
\$54,560	\$56,170	\$57,833

C. Lieutenant/ Senior Investigator Salary Schedule.

<u>April 1, 2010:</u>	<u>January 1, 2011:</u>	<u>January 1, 2012:</u>
\$59,560	\$61,170	\$62,833

D. Step increment movement for the title of Deputy Sheriff shall be "frozen" on December 31, 2012 and shall be subject to the negotiations for a successor to this Agreement, which negotiations shall commence no later than April 1, 2012. The parties further acknowledge their mutual interest in achieving a successor agreement by December 31, 2012 and will consider limited intensive bargaining as a tool to achieve same.

**Section 3.**

Salaries and wages of all persons covered by this Agreement shall be paid every two weeks; with pay day falling on the Thursday following the two-week period ending on the preceding Friday. All checks in payment of said salaries and wages shall contain or have attached thereto a complete statement of all deductions for income taxes withheld, social security taxes withheld and any other authorized or required deductions.

Section 4A. Pursuant to the rules and regulations as established by the FAIR LABOR STANDARDS ACT and 29 C.F.R. Part 553, Tioga County does establish the 28-day work period as provided under Section 207(K).

Covered employees: The following designated groups and employees within, are covered by this declaration:

LIEUTENANT  
SENIOR INVESTIGATOR  
SHERIFF/SERGEANT

STAFF ADMINISTRATIVE SERGEANT  
DEPUTY SHERIFF  
INVESTIGATOR

The date of the 28-day work period is that one which falls next after the issuance of this declaration. The declaration is to remain in effect until otherwise modified by the Chief Elected Official of Tioga County.

Section 4B. Any individual who works beyond 171 hours in a 28 consecutive day work period shall be entitled to compensatory time or overtime computed at the premium rate of one and one half times in relation to those hours in excess of 171. After an employee has accrued a maximum compensatory time of 480 hours, all overtime beyond 480 hours will be paid in cash at the next pay period of the employee in relation to such additional hours. An employee who has accumulated compensatory time may take such compensatory time within reasonable units of time so long as taking such time off does not unduly disrupt the activities of the department. An employee who has accumulated compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:

- A. The average regular rate received by such employee during the last three years of the employee's employment; or
- B. The final regular rate received by the employee, whichever is higher.

Payment of scheduled overtime compensation shall be made by the close of the second bi-weekly payroll period following the period during which the overtime was worked. No employee covered by this Agreement shall have his duty schedule revised for the purpose of avoiding the payment of overtime.

Paid overtime shall be used for emergency purposes as defined by the Sheriff or his designee. All other overtime over these limits shall be resolved under the provisions of Section 4B of this Article.

Section 4C. In computing the hours worked in a 28 day cycle, any time taken as vacation, sick, compensatory, holiday or personal time shall be counted as time worked.

Section 4D. As of midnight February 3, 2006, calculation of overtime shall be based upon hours worked over 40 in a workweek and/or over 8 hours in a workday, not Section 207(K)

of the Fair Labor Standards Act. Employees working over 40 hours in any given workweek and/or 8 hours in any given workday shall be entitled to time-and-a-half for all hours worked over 40 in a workweek and/or 8 in a workday. The employee may choose the form of compensation for overtime worked, either in the form of pay or in the form of compensatory time. In computing the hours worked, time taken as vacation, sick, compensatory, holiday and personal time shall be counted as time worked.

**Section 5.** A. Effective January 1, 2003 and thereafter in the event that an employee is called in to work on a day other than his normal work day or at a time other than his normal working shift for that day, the employee shall be paid a minimum of three (3) hours of straight time.

B. "Call-in" is hereby defined as an employee being appeared or assigned to trials, to testify at motor vehicle hearings or an emergency as deemed by the department head or his designee, at times other than their regular and duty schedule.

**Section 6.** Those employees required to work a shift other than the normal day shift shall be entitled to a shift differential compensation as follows:

<u>For the Year</u>	<u>A Line</u>	<u>C Line</u>
2006-2008	.85 cents	.75 cents

**Section 7.** The mileage reimbursement shall be consistent throughout the County.

**Section 8A.** The County agrees to provide uniform maintenance service for uniformed deputies, on a contractual basis, and provide for "blocking" and cleaning of campaign hats.

**Section 8B.** In addition, the County agrees to pay plain clothes Investigators a clothing allowance, Five Hundred Dollars (\$500), payable in January each year with purchase receipts to be submitted to the Sheriff by June 1 each year. Failure to submit receipts totaling at least \$500 shall result in the amount lacking to be deducted from the employee's first paycheck in June.

**Section 9A.** The County agrees to pay members of the C.I.D. involved in on-call duties the sum of Twenty-two Dollars (\$22.00) per day. Effective February 4, 2006, the amount shall be increased to Thirty-five (\$35.00) Dollars per day.

**Section 9B.** If the Sheriff or his designee deems it necessary to utilize off duty C.I.D. personnel who are not assigned to be "on call", such investigators shall be compensated for that said day at regular pay or premium pay depending on previous time worked. Such additional off duty C.I.D. assignments shall be for emergency purposes as defined by the Sheriff or his designee.

Section 10. The schedules and agreement set forth in Addendum's A-1, A-2 and A-3 are hereby adopted by the Association and shall be attached hereto and made a part hereof.

**ARTICLE 8: BASIC WORK WEEK**

The basic work week for full-time employees covered by this Agreement shall be an average of forty (40) hours including a thirty (30) minute meal period each day, and exclusive of preparation, ready or briefing time or upon an alternate schedule agreed upon by the Sheriff and the Association.

**ARTICLE 9: RETIREMENT**

- A. The County shall provide coverage for all employees covered by this Agreement prior to July 1, 1976 under the New York State Employees Retirement System Sections 75-b; 75-c; 75-e, 75-i and 89-a. The cost of such coverage shall be borne in its entirety by the County. Employees hired after July 1, 1976 will be subject to the provisions of the 1976 Pension Reform Act.
- B. The County agrees to implement and offer a Deferred Compensation Plan pursuant to Section 457 of the Internal Revenue Code and Section 5 of the New York State Finance Law.
- C. The County shall provide coverage for all employees covered by this agreement, who have signed and executed any required elections, on or after December 31, 2001 under the New York State Employees Retirement System Article 14-B, Section 551, 25 year plan.

**ARTICLE 10: HEALTH AND DENTAL INSURANCE**

- A. As to all employees the County agrees to continue and maintain the present Blue Cross/Blue Shield insurance program, and to pay the entire premium of either an individual or a family policy on behalf of said employee, subject to the contributions set forth in Paragraph (B) below.
- B. **For employees hired prior to February 4, 2006**, the County shall continue to pay the entire cost of participation in the Excellus Blue Cross/Blue Shield Region-wide Indemnity Plan, except:
  - 1. Effective with the February 9, 2006 paycheck, each employee subscribing to an **Individual** Indemnity Plan shall pay the following amounts per pay period toward the cost of health insurance:

<u>Year</u>	<u>Amount Per Pay Period</u>
2009	\$26.00
2010	26.00

2011	N/A
2012	N/A

2. Effective with the February 9, 2006 paycheck, each employee subscribing to a **Family** Indemnity Plan shall pay the following amounts per pay period towards the cost of health insurance:

<u>Year</u>	<u>Amount Per Pay Period</u>
2009	\$50.00
2010	50.00
2011	N/A
2012	N/A

3. **Employees hired on or after February 4, 2006** shall only be permitted to enroll in the Excellus Blue Cross/Blue Shield PPO Option H-Split plan with \$15 co-pay for most services unless announced otherwise within the PPO Plan description.

Employee contributions per pay period for PPO Option H-Split shall be as follows:

<u>Date.</u>	<u>Individual</u>	<u>Family</u>
1/1/2009 – 6/30/2010	\$7.50	\$15.00
7/1/2010 (7/8/10 payck)	5% of premium up to \$15	5% of premium up to \$30
2011	5% up to \$17.50	5% up to \$35
2012	5% up to \$20	5% up to \$40

4. **Employees hired prior to February 4, 2006** shall have the option to enroll in the PPO Option H-Split plan with \$15 co-pay for most services unless announced otherwise within the PPO Plan description. This option is available as of March 1, 2006. The per pay period employee contributions shall be as indicated in “4” above.
5. **Employees hired prior to February 4, 2006** shall have the opportunity to select which Health Plan they wish to participate in the month of November of even years, starting with an open enrollment period in November 2006.
6. ***EFFECTIVE JULY 1, 2010 the Indemnity Plan (Classic Blue) shall be discontinued for all members, regardless of date of hire. Those employees who change enrollment from the Indemnity to the PPO shall receive a one-time \$250 lump sum bonus payment (subject to payroll taxes). Lump sum bonus to be paid in the July 8, 2010 paycheck.***
7. The County agrees to maintain the above described Excellus Blue Cross/ Blue Shield insurance until such time that an alternative plan or provider is mutually agreed upon by Tioga County and TCLEU.

- C. Until July 1, 2010, the County shall provide and pay the entire premium thereof for each employee covered by this Agreement, a dental insurance policy through Blue Cross/Blue Shield which shall provide the following:
1. One hundred percent (100%) basic;
  2. One hundred percent (100%) prosthetic plan;
  3. Coverage shall be for the employee, spouse and unmarried dependent children to the first day of the year following the child's 19th birthday;
  4. The County shall provide and pay the entire premium thereof a dental insurance policy through Blue Cross/ Blue Shield known as Option II. Coverage shall be provided for the employee, spouse, and unmarried dependent children up to age 19. The policy shall provide for partial orthodontia.
  5. ***EFFECTIVE JULY 1, 2010, Dental insurance plan shall be discontinued.***

D. Effective February 4, 2006, each employee shall pay a co-pay of \$5 for Tier 1 drugs, \$15 for Tier 2 drugs, and \$30 for Tier 3 drugs as outlined and defined by the "3-Tier Medication Guide of Commonly Prescribed Drugs" available on the website of Excellus Blue Cross/Blue Shield.

This prescription co-pay schedule shall be in effect for both the Indemnity Plan and the PPO plan.

- E. All employee health insurance contributions shall be processed through an IRS 125K Plan on a mandatory basis. Employees will have the option of withdrawing from participation in this IRS 125K Plan provided such withdrawal is made in writing.
- F. Effective January 1, 2002 or as soon thereafter as the plan can be implemented, the employees shall have the option of participating in an expanded IRS 125K Plan for qualifying out of pocket medical and dependent care expenses. The premiums shall be paid for by the County.

#### **ARTICLE 11: LIFE INSURANCE**

The County shall provide for each employee covered by this Agreement a life insurance policy having a face value of \$5,000.00 payable upon the death of the said employee, such insurance to terminate upon the termination of employment with the County. The County shall pay the entire premium for such life insurance.

In the event of death in service, the unused portion of leave time (personal, vacation and compensatory time, as defined in Article 7 Section 4B of this Agreement, but not sick) standing to

credit at the time, shall be made in cash payment to the surviving spouse or to the estate of the deceased employee within thirty (30) days of such employee's death.

**ARTICLE 12: PERSONAL LEAVE**

Each employee covered by this Agreement shall be entitled to four (4) paid days of personal leave per year for the purpose of attending to personal business. Such personal leave days shall not be cumulative and, if not utilized, shall not be carried over into the subsequent calendar year.

For the first calendar year of employment, new hires shall be credited with Personal Leave based upon their date of hire, in accordance with the following chart:

Date of hire/rehire:	Personal Leave:
January 1 through March 31	4 days
April 1 through June 30	3 days
July 1 through September 30	2 days
October 1 through December 31	1 day

**ARTICLE 13: VACATION**

Each employee covered by this Agreement shall be entitled to receive paid vacation as follows:

1. Service of more than one year but less than six years, ten days vacation.
2. Service of more than six years but less than thirteen years, fifteen days vacation.
3. Service of more than thirteen years, twenty days vacation.

Employees shall be allowed to accumulate five days of vacation per year that vacation is earned, not to exceed twenty days accumulative. Except for such privilege, no additional vacation shall be carried over from one year to another unless the pressure of work makes it impossible for the Sheriff to grant full vacation during such year, in which case the vacation period for such year or any unused portion thereof may be added to the vacation to which the employee is entitled during the following year, provided the Sheriff so notifies the County Treasurer's Office in writing.

An employee who resigns/retires and is rehired within 6 months shall maintain credit for the time served previously, but will have his/her anniversary date adjusted by the amount of time equal to the break in service.

Example:

Date of hire (anniversary date):	January 1, 1990
Resignation:	March 1, 1999
Rehired:	June 1, 1999
New anniversary date:	April 1, 1990

An employee who resigns/retires and is rehired after more than 6 months shall be considered a new hire.

ARTICLE 14: HOLIDAYS

Employees covered by this Agreement shall be entitled to the following thirteen (13) holidays:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 8. Columbus Day            |
| 2. Martin Luther King Day | 9. Election Day            |
| 3. Lincoln's Birthday     | 10. Veteran's Day          |
| 4. Washington's Birthday  | 11. Thanksgiving Day       |
| 5. Memorial Day           | 12. Day after Thanksgiving |
| 6. Independence Day       | 13. Christmas Day          |
| 7. Labor Day              |                            |

Employees covered by this agreement who work a 4-2 schedule shall be entitled to 13 paid holidays per calendar year in lieu of the holidays listed above.

ARTICLE 15: SICK LEAVE

Absence from duty by a County employee by reason of sickness or disability of himself not covered by Workers' Compensation Law, shall be allowed as provided in this Section and not otherwise. Absence from duty for such reasons, if duly granted by the department head, shall be considered and known as "sick leave". The department head shall grant sick leave in one-hour increments, upon request.

- A. An employee shall be granted sick leave with pay for one working day for each month in which no leave of absence in excess of five working days, or no unauthorized leave is taken. An employee commencing work after the fifteenth day of any month shall not be granted sick leave for that month. The maximum accumulation of sick leave shall be one hundred and eighty five (185) Days.
- B. It shall be the duty of the employee to notify his department head of his illness within one hour of the beginning of his first day of absence.
- C. Where an employee, because of sickness or disability, is required to remain away from his employment beyond his sick leave allowance, the department head, in his judgment, may petition the Legislature that additional sick leave with pay be advanced chargeable against future accumulation of sick leave. If after the lapse of sixty (60) days, the department head shall have failed to so petition the Legislature, any interested party may so petition.
- D. Upon retirement, an employee's accumulated unused sick leave may be counted as additional service credit.

- E. An employee isolated or quarantined by a physician or health officer's order because of exposure to a communicable disease shall be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave.
- F. The department head may require a physician's certificate for any sick leave of more than one working day, for each illness, and may require an examination by a physician of his choice or other evidence that the illness is bonafide.
- G. Sick leave may be allowed for illness in the immediate family. Immediate family shall be defined as spouse, child, sibling, parent, parent-in-law, son-in-law, daughter-in-law, step-child, step-parent, or grandparent. Such allowance will be limited to four days per annum of 12 days sick leave normally earned, but shall not be accumulative. The use of sick leave for family illness will only be allowed when it is necessary for the employee to care for the ill family member.
- H. After an employee has accumulated 175 days (1400 hours) of sick leave, s/he may elect once per calendar year between October 15 and November 1 to sell back up to six (6) sick days to the County at his/her then present straight-time rate of pay. Sell-back notices must be submitted in writing to the Sheriff. Payment for such sick days shall be made by the County in the first paycheck of December.

**ARTICLE 16: BEREAVEMENT LEAVE**

- Section 1.** On the death of a child, husband, wife, sister, brother, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-child, step-parent, or grandparent, any County employee shall be entitled to three working days absence with pay.
- Section 2.** One day bereavement leave will be allowed to attend the funeral and/or burial of a sister-in-law, brother-in-law or grandparent of an employee's spouse.
- Section 3.** Leaves for family deaths not covered by Sections 1 and 2 above may be granted and deducted from accumulated sick leave, subject to all other provisions for the granting and use of sick leave.

**ARTICLE 17: JOB SECURITY AND SENIORITY**

- Section 1.** Seniority will be defined as the uninterrupted service in the Tioga County Sheriff's Office. In the event of a break in service and the employee returns to employment with the County within six months from the break, Seniority shall be treated as uninterrupted service. However, the employee's anniversary date shall be adjusted as illustrated in Article 13. An employee who resigns/retires and is rehired after more than 6 months shall be considered a new hire.
- Section 2.** Lay-off and re-call, job abolishment or reduction in forces.

A. Notification of lay-off, abolishment or reduction of forces:

It is understood and agreed that in the event the County plans to lay-off employees or abolish any position in this bargaining unit for any reason, the County will notify the TCLEU in writing of its plans as soon as possible. Upon notification of TCLEU of such impending plans, a meeting shall be arranged between the parties within thirty (30) calendar days of such notification to review the anticipated layoff or abolishment, reduction of forces, the effect it will have on employees within the bargaining unit, the community at large and the discussion of alternative measures, if any.

B. Lay-offs and re-calls shall be in accordance with New York State Civil Service Law and Tioga County Civil Service rules.

**ARTICLE 18: MILITARY LEAVE**

Military leave shall be granted as provided by Sections 242 and 243 of the Military Law. An employee shall be paid for any and all periods of absence while engaged in the performance of ordered military duty, and while going to or returning from such duty, not exceeding a total of thirty days in any one calendar year and not exceeding thirty days in any one continuous period of such absence.

**ARTICLE 19: GENERAL MUNICIPAL LAW, SECTION 207-C POLICY and PROCEDURES**

Section 207-C of General Municipal Law provides Deputy Sheriffs, Sergeants and Lieutenants injured in the performance of law enforcement duties an opportunity to apply for continuation of his/her salary and benefits for the duration of said injury. The policy, procedures and forms to be used when applying for said benefit are attached hereto as Appendix A.

**ARTICLE 20: GRIEVANCE PROCEDURE**

The County and the TCLEU acknowledge the necessity for a simplified grievance procedure to handle the administration of grievances as defined hereunder.

Grievance as used in this Agreement is limited to a complaint or request of an employee or the Association which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

The provisions of this Article shall not circumscribe the right and privilege of any employee to initiate a grievance proceeding under the General Municipal Law.

**STEP 1:** The TCLEU representative, with or without representation of the County, may discuss the grievance of the employee with his supervisor. Any grievance not filed or discussed within forty-five (45) days from the date of the incident being grieved,

shall be unenforceable, and shall be considered waived by all parties to this Agreement.

**STEP 2:** If the grievance is not settled at Step 1 to the satisfaction of the employee within two (2) working days, it will thereafter be submitted in the form of a written statement by the TCLEU representative to the Sheriff. The written statement shall be signed by the employee involved.

**STEP 3:** If the grievance is not settled at Step 2 to the satisfaction of the employee within five (5) working days, the grievance may thereafter be referred to the President of the TCLEU, who may submit an appeal on the agenda to the County. A meeting between two (2) representatives of the TCLEU and two (2) representatives of the County will be arranged to discuss the grievance or grievances, appearing on the agenda, within five (5) working days from the date the agenda is received by the County. If a decision is not presented in writing to the TCLEU as a result of this meeting within thirty (30) days thereafter, the County hereby agrees that it will pay the total cost of any subsequent arbitration proceeding in connection therewith.

**STEP 4:** If the grievance is not settled as in Step 3, the employee, no later than ten (10) working days after the decision under Step 3, may request arbitration. An arbitrator shall be chosen jointly from a list of arbitrators certified by the American Arbitration Association. Such expenses as are necessary will be borne by the party whose position is not upheld by the Arbitrator. The decision of the Arbitrator shall be final and binding on all parties.

No Arbitrator functioning under this Step of the simplified grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement or to circumvent the intent thereof.

#### ARTICLE 21: DISCIPLINE

The discipline procedures set forth in Section 75 and Section 76 of the Civil Service Law shall apply to this Agreement.

No employee covered by this Agreement shall be required to take a polygraph test, stress test or other lie detector test, and the refusal to take such a test shall not be grounds for disciplinary action.

No member of the TCLEU shall refuse to submit to drug or alcohol testing while on duty when requested to do so. The Sheriff shall be solely responsible for obtaining the necessary samples, safeguarding them, and forwarding them to the appropriate agency for analysis.

#### ARTICLE 22: EQUIPMENT AND SAFETY

Employees covered by this Agreement shall be supplied with all equipment necessary to properly perform the duties of their positions including the currently approved firearm and all necessary

ammunition. Said equipment shall be supplied at the expense of the County and shall be properly maintained and serviced by the County so as to remain in safe working condition.

The provisions of this Article shall include and cover any motor vehicles supplied by the County for use in the Sheriff's Office.

The County will reimburse employees covered by this Agreement for the following personal property damaged or destroyed in the line of duty: personal clothing, eyeglasses, watches, false teeth and personally-owned equipment required for job performance that is not provided by the County. Claims for such reimbursement shall be filed in writing to the employee's shift supervisor at the end of the employee's shift. Reimbursement shall be made by the County within 30 days of the incident resulting in damage or destruction of the personal property.

The County agrees to purchase and provide materials, films and/or slides to be used as training guides and devices for employees covered by this Agreement in order to upgrade and improve the quality of work and job performance.

Insofar as the money for the purchase of such items is included in the annual County budget, the Sheriff shall recommend and authorize such purchases.

**ARTICLE 23: LABOR MANAGEMENT COMMITTEE**

There shall be established a Labor Management Committee whose purpose shall be to discuss subjects of mutual concern to the County and the TCLEU, including concerns as to safety, and seek solutions to problems, both immediate and future. The Committee shall consist of three representatives each of the County and the Union. The County representatives shall be the Sheriff and two members, to be designated by the Chairman of the County Legislature.

**ARTICLE 24: JOB ORIENTED TRAINING**

Upon successful completion of a course of training related to an employee's duties, he shall be entitled to reimbursement of one-half of the cost of tuition, therefore, provided that his attendance at such course shall have had the prior approval of the department head and Personnel Officer.

Appropriate psychological testing, including evaluations with favorable results, shall be completed on all new employees prior to completion of the probationary period.

**ARTICLE 25: PROTECTION AGAINST LIABILITY ACTIONS**

The County shall save harmless and indemnify an employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such employee, providing that the employee, at the time the damages were sustained, was acting in the discharge of his duties, and within the general scope of his employment and that such damages did not result

from willful and wrongful acts or gross negligence of such employee. Such employee must, however, within five (5) calendar days from the date he is served with any summons, process, notice, demand or pleading, deliver such documents or certified copies thereof to the Sheriff. It is understood that upon receipt of such document by the Sheriff, all matters pertaining to the representation of such employee shall be assumed by the County Attorney or his authorized representative.

**ARTICLE 26: EMPLOYEE STRESS COUNSELING**

Any member of the TCLEU who is involved in a death-related incident, such as an officer-involved shooting or an officer-involved accident or a traumatic incident that has been determined by the Sheriff to have caused a serious level of stress to that employee, shall be mandated to have psychological counseling. That portion of the counseling fee that is not covered by the employee's insurance shall be paid in full by the County. The choice of the qualified individual who shall conduct the psychological counseling shall be mutually agreed upon by both the employer and employee. This counseling is for the benefit of the employee and not for the purpose of dismissal unless for disability reasons.

**ARTICLE 27: MAINTENANCE OF BENEFITS**

Any rights or benefits previously made available to the employees covered by this Agreement, by the County or the Tioga County Sheriff, whether written or unwritten, shall continue in full force and effect during the term of this Agreement.

**ARTICLE 28: TERM of AGREEMENT**

This Agreement shall be in effect for the period January 1, 2009 through December 31, 2012. Both parties agree to open negotiations on a successor Agreement no later than April 1, 2012, or as soon thereafter as the parties can meet.

**ARTICLE 29: TRAINING REIMBURSEMENT**

It is agreed by and between the parties that should a deputy, who was in receipt of basic academy paid for by the County in order to assume his or her duties, leave employment with the county prior to the expiration of two (2) years from the date of hire, said deputy shall reimburse the County as per the agreement for reimbursement of training expenses attached hereto as Addendum A-3.

**ARTICLE 30: LEGISLATIVE APPROVAL**

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 County Legislature has given its approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

COUNTY OF TIOGA

TIOGA COUNTY LAW ENFORCEMENT UNION, INC.

By: Dale N. Weston  
DALE N. WESTON  
Chair, Tioga County Legislature

By: Shawn Kemmery  
SHAWN KEMMERY  
President, TCLEU

Gary W. Howard  
GARY W. HOWARD  
Tioga County Sheriff

**APPROVED  
AS TO FORM BY  
TIOGA COUNTY ATTORNEY**

## APPENDIX A

### TIOGA COUNTY – SECTION 207-c PROCEDURES

#### SECTION I: APPLICABILITY

Section 207-c of the General Municipal Law provides that any Deputy Sheriff of the Sheriff's Office

Who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.....

The following procedures shall regulate the application and benefits award process for Section 207-c.

#### SECTION 2: DEFINITIONS

- a) County – The County of Tioga
- b) Sheriff – Sheriff of Tioga County, or his designee
- c) Claimant – Any sworn Deputy Sheriff of the County of Tioga who is injured in the performance of law enforcement who is taken sick as a result of the performance of law enforcement duties.
- d) Personnel Officer - The individual designated by the County of Tioga who is charged with the responsibility of administering the procedures herein.
- e) TCLEU – The Tioga County Law Enforcement Union
- f) Section 207-c Benefits – The regular salary or wages and medical treatment and hospital care payable to an eligible claimant under Section 207-c. Section 207-c Benefits shall not include payment of benefits as set forth in Article 7 Sections 5 – 9B, and Articles 12, 13, 14, 15, 16, 18, and 24 of the collective bargaining agreement. Health insurance benefits under this agreement shall remain in effect.
- g) Incapacitated – Shall be defined as medically or logistically unable to file on their own behalf.

#### SECTION 3: APPLICATION FOR BENEFITS

1. Any claimant who is injured in the performance of law enforcement duties, or is taken sick as a result of the performance of law enforcement duties, shall file a written Incident Report with the Sheriff and the Personnel Officer within 5 calendar days of the injury or illness, or any claims arising therefrom shall be barred. If the employee is

incapacitated by his/her injury or illness, a family relative or his immediate supervisor may file application on behalf of said employee, an application for Section 207-c benefits may be entertained by the Personnel Officer, notwithstanding the failure to file the necessary incident report within the required 5 days.

2. The Incident Report shall include the following information:

- a) the time, date and place of the incident;
- b) a detailed statement of the facts surrounding the incident;
- c) the nature and extent of the claimant's injury or illness; and
- d) the names of any possible witnesses to the incident.

3. An application for Section 207-c benefits may be filed on behalf of a claimant within fourteen days of either the date of the incident, giving rise to the claim or the discovery of any incident produced injury or illness provided the necessary reporting requirements have been satisfied. The application may be made by either the claimant or by some other person authorized to act on behalf of the claimant, as defined in Section 3.1. All applications for Section 207-c benefits shall be made in writing, using an official application form (See Appendix 2), which shall include the following information:

- a) the time, date and place where the injury or illness producing incident occurred;
- b) a detailed statement of the particulars of the incident;
- c) the nature and extent of the claimant's injury or illness;
- d) the claimant's mailing address
- e) the names of any potential witnesses, and
- f) the name and address of all of claimant's treating physicians.
- g) A script from the treating physician which includes:
  - Date of next appointment
  - Expected date of return to work
  - Original signature of treating physician

4. The injured employee should be seen by his/her physician of choice or go to the hospital emergency room following an injury incurred while performing law enforcement duties. If the claimant refuses medical attention, said claimant waives his/her rights to any 207-c benefits.

5. Failure to file an application within 14 days of an incident shall result in the

incident being processed as a Worker's Compensation claim only, and will be reviewed for benefits under the Worker's Compensation law.

#### SECTION 4: AUTHORITY AND DUTIES OF PERSONNEL OFFICER

1. The Personnel Officer shall have the sole and exclusive authority to determine whether a claimant is entitled to Section 207-c benefits. In making the determination, the Personnel Officer shall examine the facts and circumstances giving rise to the application for such benefits.
2. The Personnel Officer shall have the authority to:
  - a) employ experts and specialists to assist in the rendering of the determination of eligibility;
  - b) require the production of any book, document or other record that pertains to the application or injury;
  - c) require the claimant to submit to one or more medical examinations;
  - d) require the claimant to sign forms for the release of medical information that bears upon the application;
  - e) require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; and
  - f) do all that is necessary or advisable in the processing of said application

On an initial determination investigation, a claimant must cooperate with the County and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made based upon the investigation without holding a hearing.

The Personnel Officer shall mail a written copy of his or her decision to the claimant and the Sheriff within ten days of his or her determination. The written determination shall set forth the reasons for the Personnel Officer's decision.

In the event the claimant is not satisfied with the decision of the Personnel Officer and wishes to appeal the decision, s/he shall have 30 days from receipt of the Personnel Officer's decision to file an appeal in writing to the Chair of the Tioga County Legislature. The appeal shall be processed in accordance with Section 11 to follow.

#### SECTION 5: TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, any time off taken by the claimant that he or she claims is the result of the injury or illness giving rise to the application shall be charged to the claimant's leave time accruals in the following order: sick leave, personal leave, comp time, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his or her available leave accruals, the Personnel Officer may, in his or her sole discretion, authorize the payment of claimant's

benefits throughout the period which the application is being processed if it appears probable that the claimant will be eligible for such benefits, and the Personnel Officer so determines.

2. If the Personnel Officer initially determines that the claimant is eligible for Section 207-c benefits, all accruals charged to the claimant during the pendency of the application shall be re-credited to the claimant. If the applicant is initially determined to be ineligible for Section 207-c benefits and no appeal is filed by the employee, any benefits paid to the claimant beyond the claimant's accruals shall be refunded to the County and may be recovered by the County in a civil action or payroll deduction. If the employee appeals an ineligible determination, determination on whether the employee must repay the County for any period during which the employee received pay but had insufficient leave time to cover, shall be postponed until after the decision of the hearing panel is rendered.

## SECTION 6: MEDICAL TREATMENT

1. After the filing of an application, the Personnel Officer may require a claimant to submit to one or more medical or other health examinations as may be directed by the Personnel Officer, including examinations necessary to render an initial determination of eligibility, examinations or inspections conducted to determine if the claimant has recovered and is able to perform his or her regular duties, and/or examinations required to process an application for accidental disability retirement. Such treatment may include, but is not limited to medicine and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his or her rights under Section 207-c from that day forward. In the event, however, of a conflict in medical conclusions or determinations as specified in 6.2 below, such waiver shall apply only from the date of any third physician's conclusion or determination that directs such medical treatment.

2. The claimant shall also have, in addition to the medical exam provided for under Section 6.1, the right to obtain a medical or other health examination(s) from a physician of the claimant's own choosing. If the claimant so chooses, s/he may submit the fee for such examination to Blue Cross/Blue Shield (if enrolled in the County's health insurance program) for payment; however, any unpaid portion shall be the responsibility of the claimant. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the Personnel Officer and the physician(s) selected by the claimant, the county and the Union will mutually agree upon a third physician to conduct an examination(s) of the claimant, to be paid for by the County. The conclusion or determination of this third physician will be final and binding.

3. Medical Reports – All physicians, specialists, and consultants treating a claimant or recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Personnel Officer. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports (See Appendix 3). The employee shall receive a copy of the medical reports filed with the Personnel Officer upon request. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.

4. Payment for Medical and Related Services – A claimant approved to receive Section 207-c benefits must notify the Personnel Officer of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to

the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

5. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Personnel Officer for the particular items billed, stating thereon that the items supplied were implied as a consequence of the injury or illness upon which claim for Section 207-c benefits is based.

#### SECTION 7: ADMINISTRATIVE DUTY ASSIGNMENTS

1. Any claimant receiving Section 207-c benefits who is not eligible for or who is not granted an accidental disability retirement allowance or retirement for disability occurred in performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the Personnel Officer to determine the recipient's ability to perform certain specified administrative duty. Any claimant deemed able to perform specified administrative duty by the Personnel Officer may be directed by the Sheriff, in his or her sole discretion, to perform such administrative duty in accordance with the Temporary Administrative Duty Policy in effect as of January 1, 2002. Notwithstanding the aforementioned admonishment, the administrative duty assignment shall cease when competent medical evidence is presented to the Personnel Officer by the claimant indicating that complications from the injury prevents him/her from continuing said assignment.

2. Payment of full Section 207-c benefits shall be discontinued with respect to any individual who fails or refuses to perform medically approved administrative duty if the same is available and offered to the individual.

3. While on Administrative Duty, the claimant shall receive all contractual rights, benefits, and privileges provided for in the collective bargaining agreement.

#### SECTION 8: CHANGES IN CONDITION OF RECIPIENT

1. Every Section 207-c recipient shall be required to notify the Personnel Officer and Sheriff of any change in his or her condition that may enable the recipient to return to normal duties or to be classified as eligible for administrative duty. This notice shall be made in writing within 48 hours of any such change. If no notice is made, 207-c benefits may be terminated by the County.

2. Any 207-c recipient who is working administrative duty or has returned to full duty and incurs complications from a prior injury must complete a new Incident Report.

#### SECTION 9: RIGHT OF REVIEW AND EXAMINATION

1. The Personnel Officer shall have the right to review the eligibility of every Section 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:
  - a) requiring recipients to undergo medical diagnosis by physician or physicians chosen by the Personnel Officer;

- b) requiring recipients to apprise the Personnel Officer of their current condition; and
- c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

#### SECTION 10: TERMINATION OF BENEFITS

1. If for any lawful reason, including but not limited to all those reasons specified in these procedures, the Personnel Officer determines that a recipient is no longer or was never eligible for benefits, the Personnel Officer shall terminate such benefits as of the date of the determination of ineligibility. Notice of such termination and the reasons therefore shall be served by certified mail upon the claimant and the Sheriff. The claimant, within ten days after mailing of the notice of termination, may request a hearing to review the decision to terminate Section 207-c benefits. Said hearing shall be conducted in accordance with Section 11 to follow. Pending a determination under this Section, the claimant may use available vacation, compensation time or personal leave accruals. Any benefits paid to a claimant who is later determined to have been ineligible for all or part of such benefits shall be required to refund to the County that amount of monies received to which he or she was not entitled. If such refund is not made immediately, it may be recovered by the County in a civil action or by payroll deduction.

2. If a third medical opinion is sought in accordance with Section 6.2, no termination of benefits shall occur until the opinion of physician # 3 is received.

#### SECTION 11: HEARING PROCEDURES

1. Hearings requested under the provisions of these procedures shall be conducted as follows:

- a) The hearing shall be conducted by a hearing panel consisting of the Personnel Officer, Sheriff and a third member mutually agreed upon by the Personnel Officer and Sheriff. In the event the Personnel Officer and Sheriff are unable to mutually agree upon a third member, the Chair of the County Legislature and the President of the TCLEU shall mutually agree upon a third member. The claimant may be represented by a designated representative and may subpoena witnesses. The claimant shall pay for the expenses and fees of his/her representative, medical experts, and any other witnesses subpoenaed by the claimant. The hearing panel shall cause a transcript to be made. After such hearing, the hearing panel shall present the record and recommendation to the Sheriff, who shall after review of the record and recommendation, determine whether to approve, modify or reject the recommended report. The Sheriff shall decide the matter within 14 days after receipt of the recommendation and shall notify the claimant of the decision in writing. Such decision may be reviewed pursuant to the provisions of Article 78 of the Civil Practice Laws and Rules.

## SECTION 12: COORDINATION WITH WORKER'S COMPENSATION BENEFITS

Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the County for periods during which a claimant received Section 207-c benefits. If the claimant shall have received any worker's compensation benefits hereunder which were required to be paid to the County, the claimant shall repay such benefit received to the County or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing worker's compensation benefits shall be payable to the applicant. The parties shall not be bound by any determination of the Worker's Compensation Board.

## SECTION 13: DISCONTINUATION OF SALARY AND WAGE BENEFITS UNDER DISABILITY RETIREMENT

Payment of the Section 207-c benefits shall be discontinued with respect to any claimant who is granted an accidental disability pension.

## SECTION 14: MISCELLANEOUS

A claimant who is receiving medical treatment while working shall, to the extent possible and within the schedule of the treating entity, schedule the medical treatments outside the workday. Appointments that may extend beyond the employee's regular workday are not eligible for overtime pay.

APPENDIX 2

TIOGA COUNTY SHERIFF'S DEPARTMENT

General Municipal Law Section 207-c

APPLICATION

1. \_\_\_\_\_  
Name of Officer
2. \_\_\_\_\_  
Address
3. \_\_\_\_\_ 4. \_\_\_\_\_  
Telephone Number Age
5. \_\_\_\_\_  
Name of Supervisor
6. \_\_\_\_\_  
Current Job Title
7. \_\_\_\_\_  
Occupation at Time of Injury/Illness
8. \_\_\_\_\_  
Length of Employment
9. \_\_\_\_\_ 10. \_\_\_\_\_ 11. \_\_\_\_\_  
Date of Incident Day of Week Time
12. Name of Witness(es)  
a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_
13. Names of Co-employees at the Incident Site  
a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_

14. Describe what the Officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Where did the incident occur? Specify. \_\_\_\_\_

\_\_\_\_\_

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc. and what factors led up to or contributed. Use additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. When was the incident first reported? \_\_\_\_\_

To whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness (if any) \_\_\_\_\_

18. Was first aid or medical treatment authorized? \_\_\_\_\_

By Whom? \_\_\_\_\_ Time \_\_\_\_\_

19. Name and address of attending physician \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

20. Name of hospital \_\_\_\_\_

21. State nature of injury and part or parts of body affected \_\_\_\_\_

\_\_\_\_\_

ATTACH COPY OF TREATING PHYSICIAN'S SCRIPT (See page 2 of policy)

\_\_\_\_\_  
Date of Report

\_\_\_\_\_  
Signature of Officer

APPENDIX 3

MEDICAL RELEASE

I hereby authorize you to furnish Tioga County's Personnel Officer with all medical information which your office has prepared or will prepare as related to the injury incurred on \_\_\_\_\_, including diagnosis, prognosis, care, treatment, x-rays, prescriptions, and slides.

This authorization will automatically expire upon forwarding of all required medical records.

Notice is hereby given that all medical records are to be treated as confidential medical records subject to the protections, limitations and provisions of the Americans with Disabilities Act (42 U.S.C. §§ 12101) and the regulations promulgated thereunder (29 CFR 1630).

Dated: \_\_\_\_\_, 20\_\_

Signed: \_\_\_\_\_

STATE OF NEW YORK

COUNTY OF

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this Instrument within the limitations and acknowledged that s/he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Expiration Date: \_\_\_\_\_

New York State Employee's Retirement System  
Governor Smith State Office Building  
Albany NY 12244

To: The Comptroller of the State of New York

In compliance with Section 63 of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the County of Tioga Sheriff's Department, I hereby submit the following report:

Name of Injured Employee \_\_\_\_\_ Registration Number \_\_\_\_\_

Address \_\_\_\_\_

Description of injury \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Medical care required \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of employee \_\_\_\_\_

Witness of injury \_\_\_\_\_

Date \_\_\_\_\_

TIOGA COUNTY SHERIFF'S DEPARTMENT

INCIDENT REPORT

(To be completed by the Employee)

RETURN TO PERSONNEL OFFICER AND SHERIFF WITHIN 5 CALENDAR DAYS OF INCIDENT

NAME:

DEPARTMENT:

DATE OF INCIDENT:

TIME OF INCIDENT:

AM/PM

DATE STOPPED WORK:

LOCATION OF INCIDENT:

ON COUNTY PROPERTY?  YES  NO

DESCRIBE IN DETAIL WHAT ACTIVITY WAS OCCURRING AT THE TIME OF THE INCIDENT:

WAS ANY EQUIPMENT IN OPERATION AT TIME OF THE INCIDENT?

DESCRIBE THE NATURE OF ANY RESULTING INJURY:

PLEASE LIST ANY WITNESSES AND THEIR ASSOCIATION WITH THE INCIDENT:

WAS MEDICAL TREATMENT SOUGHT?  YES  NO

IF YES, WHERE AND WHEN?

DID YOU MISS WORK AS A RESULT OF THE INCIDENT?  YES  NO  
IF YES, WHEN?

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE RETURN TO:

PERSONNEL OFFICER  
SHERIFF

ADDENDUM A-2

**TIOGA COUNTY  
LAW ENFORCEMENT UNION, INC.**

**SALARY SCHEDULE**

**Effective January 1, 2009 through December 31, 2012**

<u>POSITIONS</u>	<u>STARTING SALARY</u>			
	<u>1/1/09 – 3/31/10:</u>	<u>4/1/10 – 12/31/10:</u>	<u>2011:</u>	<u>2012:</u>
<b>Deputy Sheriff</b>	\$38,500	\$40,783	\$42,108	\$43,476
<b>Sergeant Sheriff Investigator</b>	\$52,000	\$54,560	\$56,170	\$57,833
<b>Senior Investigator Lieutenant</b>	\$57,000	\$59,560	\$61,170	\$62,833

**ADDENDUM A-3**

**AGREEMENT FOR REIMBURSEMENT OF  
TRAINING EXPENSES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Tioga (hereinafter referred to as "County"); and \_\_\_\_\_ (hereinafter referred to as "Applicant").

**WITNESSETH:**

**WHEREAS**, the Applicant has applied for a position as Deputy with the Tioga County Sheriff's Office (hereinafter referred to as "Sheriff's Office"); and

**WHEREAS**, the Applicant acknowledges that the County and the Sheriff's Office will incur certain expense in the process of training the Applicant to be a certified law enforcement officer; and

**WHEREAS**, the Applicant acknowledges that some of these expenditures are expected to be recaptured through services rendered by the Applicant as an employee of the Sheriff's Office after completion of said training; and

**WHEREAS**, the Applicant acknowledges that the County and Sheriff's Office will suffer substantial detriment if the Applicant should take employment elsewhere within two (2) years following his date of hire;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. **Reimbursement Obligation.** In consideration of the agreement by the County and Sheriff's Office to provide the Applicant with formal law enforcement training through an approved Law Enforcement Academy, to be followed upon the successful completion thereof by a period of approximately six (6) weeks of field training under the direct supervision of experienced Sheriff's Office personnel and approximately twelve (12) weeks of indirect supervision by his/her shift supervisor(s), the Applicant hereby agrees that in the event his/her employment with the Sheriff's Office ceases due to any cause other than termination as defined hereinafter, within the twenty-four (24) months from the date of hire, the Applicant will reimburse the County for those expenses set forth below incurred in connection with his/her training, in accordance with the terms and conditions of this Agreement.

2. **Definition of "Termination"**. As used herein, the term "termination" shall mean any dismissal of the Applicant's employment initiated by the Sheriff's Office, resignation or disability retirement and shall also include discontinuance of employment due to injury or illness resulting in the Applicant's permanent inability to perform the normal office duties of the position held by the Applicant at the time commencement of such injury or illness was not incurred in the line of duty as defined in Section 207.
3. **Amount of Reimbursement Obligation**. The reimbursement obligation imposed upon and accepted by the Applicant herein shall be Six Thousand (\$6,000.00) Dollars.
4. **Credit for Continuous Employment**. The County and the Sheriff's Office agree that the Applicant's reimbursement obligation shall be reduced at the rate of one percent (1%) for each week of full-time employment rendered by the Applicant. Any absence from work due to illness, injury (other than Workers' Compensation injury) or other cause greater than two (2) weeks shall be excluded from the period of employment service from which credit will be given.
5. **Termination Due to Injury in the Line of Duty**. The County and the Sheriff's Office agree that if an officer is injured on the job and is unable to return to work and/or receives disability retirement or Workers' Compensation Disability, no repayment shall be due after the last day worked.
6. **Terms of Repayment**. The Applicant hereby agrees and promises to pay to the County the reimbursement amount due and owing (as determined above) in equal monthly installments of not less than one/twenty-fourth (1/24th) of the total reimbursement amount, commencing on the first (1st) day of the month following the month in which the Applicant leaves the employment of the Sheriff's Office, and continuing the first (1st) of each month thereafter until the reimbursement obligation has been paid in full. The Applicant agrees that in the event he/she fails to make any payment required by this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable. The Applicant further agrees that, in the event the County incurs legal fees or other costs of collection (including court costs and attorneys fees), in an effort to collect any delinquent sums owing pursuant to this Agreement, then the Applicant will be obligated to pay such fees, costs and expenses.
7. **Applicant to Serve in Accordance with New York State Civil Service Laws and Guidelines**. The parties hereto acknowledge that under the laws in New York State, deputies serve in accordance within the guidelines provided by New York State Civil Service Law. It is further agreed and expressly understood by the

parties hereto that this Agreement shall not be construed or interpreted in any way which would diminish, impair, amend or affect the Tioga County Sheriff's legal right to terminate the Applicant from employment in the Sheriff's Office at any time as provided by the New York State Civil Service Law.

8. **Right to Independent Legal Advice.** The Applicant understands that he/she has the right to have the document examined by an attorney or union representative of his/her choosing and to discuss its terms with such attorney prior to signing it. The Applicant further agrees that he/she has read this Agreement, that he/she understands the terms and provisions contained herein, and he/she agrees to comply with said terms and provisions.
  
9. **Payment of Training Costs by Employee.** If the County has not incurred any expense in regard to training costs for an employee as defined in this Agreement, the employee shall not be liable for any reimbursement under this Agreement. If the County has incurred such costs, the employee will be liable for reimbursement for the amount of such costs up to \$6,000.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date first above-written:

**COUNTY OF TIOGA**

By: \_\_\_\_\_  
**Chair, Tioga County Legislature**

By: \_\_\_\_\_  
**GARY W. HOWARD**  
**Sheriff of Tioga County**

By: \_\_\_\_\_  
**APPLICANT**