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Contract Database Metadata Elements

Title: **Tioga, County of and Tioga County Corrections Association (TCCA), (2004)**

Employer Name: **Tioga, County of**

Union: **Tioga County Corrections Association (TCCA)**

Local:

Effective Date: **01/01/04**

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AGREEMENT 1/1/04 - 12/31/06

This Agreement is effective January 1, 2004 by and between the COUNTY OF TIOGA, State of New York, hereinafter called the "County", and the TIOGA COUNTY CORRECTIONS ASSOCIATION, hereinafter referred to as TCCA

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 Correction and Cook employees of the Tioga County Sheriff's Department, who are represented by TCCA, 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 TCCA, 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. Upon the finalization of any such decision, the parties agree to immediately commence negotiations solely for a substitute to the invalidated article, section or portion thereof.

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 TCCA as the sole and exclusive negotiating agent for the Correction and Cook employees of the Tioga County Sheriff's Department concerning the terms and conditions of employment and consideration and settlement of grievances arising in connection therewith. In addition, each new position or job title created by the County in the Correction Division of the Sheriff's Department during the term of this Agreement shall also be represented by the TCCA.

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ARTICLE 4: RIGHTS AND DUTIES OF TCCA

Section 1: The County will deduct from the wages of employees represented by the TCCA, 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 the Article will be remitted as set forth in Article 4, Section 3.

Section 2: The County further agrees to provide one additional payroll deduction line for Union sponsored benefits (e.g. insurance premium, etc.).

Section 3: The aggregate totals of all Union dues deductions and the aggregate totals of all Union sponsored benefits deduction shall be remitted separately each payroll period together with a list of names of those employees from who such deductions have been made to the address set forth below, or such other address as the Union shall provide in writing:

Tioga County Corrections Association
Union Treasurer
103 Corporate Drive
Owego, NY 13827

Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the County. Implementation of any such change shall be accomplished, to the extent possible, by the next payroll period.

Section 4: The County agrees to submit to the TCCA every six (6) months a list of any new permanent employees hired.

Section 5: The Personnel Department, at the time of orientation, shall provide a packet containing Union membership deduction authorization cards and other information concerning the Union to all bargaining unit employees.

- Section 6:
- A. The County recognizes the right of the employees to designate two (2) representatives of the TCCA 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 the chair of the appropriate committee of the Legislature, or the County Legislature itself, when occasion may reasonably require such an appearance, provided that such discussions do not interfere with the performance of duties and coordination is obtained with the Sheriff or his designee.
 - B. The officers and agents of the TCCA shall have the right to visit the County's premises and facilities at reasonable times and on reasonable occasions for the

purpose of investigating and processing grievances, and discussing the administration of the terms and conditions of this Agreement without loss of time or pay; provided however, that such employees must notify their immediate supervisor and secure permission prior to leaving their work assignments. Such permission shall not be unreasonably withheld.

Section 7: The TCCA shall have the right to post notices and communications on bulletin boards maintained on the premises and facilities of the Tioga County Sheriff's Department, and further shall be furnished appropriate quarters for the holding of TCCA meetings and the conducting of TCCA business in the Tioga County Sheriff's Department building, subject to the approval of the Sheriff and the TCCA.

Section 8:

A. The President of the TCCA and three (3) other employees to be designated by the President in writing to the Sheriff, shall be allowed release time with pay to participate in negotiations with the County. If a designated member of the negotiating team is unable to attend negotiations, the County is not required to release on duty any substitute employees for the purpose of attending negotiations.

B. Any employee desiring release time pursuant to this section shall notify his/her superior officer in advance of the date of such negotiations. Such employee shall be released from his/her regular tour of duty for the time period scheduled for the negotiations plus one hour before and one hour after said negotiating session. If negotiations are held on the employee's regular day off, there shall be no compensation pursuant to paragraph (A) of this section.

ARTICLE 5: NO STRIKE PLEDGE

The TCCA 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: SALARIES AND WAGES

Section 1: Full-time employees shall be defined as those persons who ordinarily work one-half or more of the normal workweek 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: Corrections Officer Salary Schedule: All full-time Corrections employees shall receive an annual salary in 2004 based upon the following schedule:

	<u>Corrections Officer & Cook:</u>	<u>Corrections Sergeant:</u>
At hire:	\$23,000	\$25,500
After one year (Step 1):	24,000	27,000
After two years (Step 2):	25,500	28,500
After three years (Step 3):	27,000	30,000
After four years (Step 4):	28,500	31,500
After five years (Step 5):	30,000	33,000
After seven years (Step 6):	32,000	35,000

In 2005, the schedule shall be as follows:

	<u>Corrections Officer & Cook:</u>	<u>Corrections Sergeant:</u>
At hire:	\$23,500	\$26,000
After one year (Step 1):	24,500	27,500
After two years (Step 2):	26,000	29,000
After three years (Step 3):	27,500	30,500
After four years (Step 4):	29,000	32,000
After five years (Step 5):	30,500	33,500
After seven years (Step 6):	33,750	36,500
After ten years (Step 7):	35,250	39,000

In 2006, the schedule shall be as follows:

	<u>Corrections Officer & Cook:</u>	<u>Corrections Sergeant:</u>
At hire:	\$24,350	\$26,850
After one year (Step 1):	25,350	28,350
After two years (Step 2):	26,850	29,850
After three years (Step 3):	28,350	31,350
After four years (Step 4):	29,850	32,850
After five years (Step 5):	31,350	34,350
After seven years (Step 6):	35,350	37,850
After ten years (Step 7):	38,350	42,850

Salary adjustments shall be made only on the employee's anniversary, not January 1 of the year in which the schedule changes.

Corrections Officers who are promoted to Sergeant shall be paid at the step they are at based upon their date of hire as a Corrections Officer.

Section 3: Salaries and wages of all persons covered by this Agreement shall be paid every two weeks; with payday 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:

CORRECTIONS OFFICER, CORRECTIONS SERGEANT, COOK

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 overtime computed at the premium rate of one and one half times in relation to those hours in excess of 171. The employee shall have the option of taking overtime either as compensatory time or cash. 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:

1. The average regular rate received by such employee during the last three years of the employee's employment; or
2. 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.

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

Section 5: 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, such employee shall be paid a minimum of four hours of straight time or his regular rate, whichever is greater. 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

and shall be paid a minimum of four (4) hours pay at straight time rate or regular straight time rate, whichever is greater.

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>A Line</u>	<u>C Line</u>
2004 – 2006	.45 cents	.35 cents

Section 7: The mileage reimbursement shall be consistent throughout the County, in accordance with the County Travel Policy, Policy # 11.

Section 8: The County agrees to provide uniform maintenance service for Corrections Officers on a contractual basis.

Section 9: Upon promotion, the employee shall be paid in accordance with Section 2 above. Demotions shall result in the removal from the individual's salary of the amount of increase granted on promotion.

Section 10: The Sergeant who has been designated as "Chief Jailer" by the Sheriff shall receive an additional stipend of two thousand dollars (\$2000) per annum. The stipend shall be in addition to the current step the Sergeant is at, and shall terminate if the designation of "Chief Jailer" is removed by the Sheriff and assigned to another. The designation of "Chief Jailer" shall remain within the sole discretion of the Sheriff.

ARTICLE 7: BASIC WORKWEEK

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 TCCA.

ARTICLE 8: RETIREMENT

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-l and 89-1. 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.

Effective January 1, 2001 or as soon thereafter as such adoption can be made, the County agrees to adopt Section 89-p and 603(1) of the NYS and Locals Retirement System, providing all eligible employees with a 25-year retirement plan. The cost of said plan shall be borne entirely by the County.

The County also offers a Deferred Compensation Plan pursuant to Section 457 of the Internal Revenue Code and Section 5 of the New York State Finance Law.

ARTICLE 9: HEALTH INSURANCE

A. The County agrees to maintain the present Excellus Blue Cross/Blue Shield insurance program, minus any dental coverage, until such time that an alternative plan or provider is mutually agreed upon by Tioga County and the Tioga County Corrections Association. The employees shall pay their portion of the premium in accordance with Section B below.

B. Payroll contributions shall be as follows:

	<u>Individual:</u>	<u>Family:</u>
2004:	\$20 / paycheck	\$20 / paycheck
2005: \$20 or 8%, whichever greater, not to exceed	\$25 / paycheck	\$30 / paycheck
2006: \$20 or 10%, whichever greater, not to exceed	\$30 / paycheck	\$35 / paycheck

C. The employer shall pay the entire cost of the prescription drug rider to the current health insurance plan, except for the "co-pay" portion, which shall be paid by the employee as follows:

I. Effective January 1, 2004, employees shall pay \$5.00 for tier 1, \$15 for tier 2, and \$30 for tier 3 drugs as outlined and defined in the "Excellus 3-tier prescription drug list" available on the website of Excellus Blue Cross/Blue Shield.

D. 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 the IRS 125K Plan provided such withdrawal is in writing.

E. Effective January 1, 2001 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 County shall pay for the premiums. In the event an employee has "overspent" his/her medical account upon separation from County service, compensation earned for vacation time may be applied by the employee to the extent available, up to the amount due the County.

ARTICLE 10: 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 §5B 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 11: 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 and rehires shall be credited with Personal Leave based upon their date of hire, in accordance with the following chart:

Date of Hire:	Personal Leave:
January 1 – March 31	4 Days
April 1 - June 30	3
July 1 - September 30	2
October 1 - December 31	1

ARTICLE 12: 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, 10 days vacation.
2. Service of more than six years but less than fifteen years, 15 days vacation.
3. Service of more than fifteen years, 20 days vacation.

Employees shall be allowed to accumulate one week of vacation per year that vacation is earned, not to exceed 20 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.

Any break in service of less than one year, other than discharge for cause, shall not result in an interruption of said years of continuous employment, but shall in no event be used in computation of the said years of continuous employment as set forth above.

ARTICLE 13: HOLIDAYS

Employees covered by this Agreement who work a 5-2 schedule 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 14: 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 fourteen hundred (1400) hours.
- 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, as defined in Article 15, Section 1. 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. An employee shall receive a bonus based on the amount of sick days used each calendar year as set forth on the schedule below:

Amount of Sick Days Taken	Bonus
0	\$500
1	400
2	300
3	200
4	100

The time period for the sick days taken shall be calculated from December 1 of the preceding year, to November 30 of the bonus year.

Payment shall be included in the first payroll form submitted to the Treasurer following December 1.

- I. In order for an employee to be eligible for the Bonus described in H, s/he shall have been employed continuously from December 1 of the year prior to the year in which payment is to be issued.

ARTICLE 15: 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. The maximum days will remain the same.

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 16: JOB SECURITY AND SENIORITY

Section 1: Seniority will be defined as the uninterrupted service in the Tioga County Sheriff's Department.

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 TCCA in writing of its plans as soon as possible. Upon notification of TCCA 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.

Section 3: Breaks in service of less than one year shall not be considered to interrupt service, as a result, an employee who resigns/retires and is rehired within one year shall have his/her anniversary date adjusted by the period of time which elapsed during his/her separation. Example:

Date of Hire	January 1, 1990
Resignation Date	March 1, 1999
Rehire Date	June 1, 1999
Anniversary Date Becomes	April 1, 1990

An employee who resigns/retires and is rehired more than one year after separation shall be considered a new hire.

ARTICLE 17: MILITARY LEAVE and LEAVES OF ABSENCE

Section 1: 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.

Section 2: An employee who has taken an unpaid leave of absence, whether for medical reasons or not, shall share in the cost of the health insurance as follows:

A. If the employee is on Family/Medical Leave, the employee shall contribute the amount required under Article 10, Section B for the first twelve weeks of leave. After the first twelve weeks, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (family or individual).

- B. If an employee is on leave for any other reason, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (family or individual).

ARTICLE 18: GENERAL MUNICIPAL LAW, SECTION 207-C POLICY and PROCEDURES

Section 207-c of General Municipal Law provides Corrections Officers and Corrections Sergeants injured in the performance of correctional 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 is attached hereto as APPENDIX A.

ARTICLE 19: GRIEVANCE PROCEDURE

The County and the TCCA 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 or any employee to initiate a grievance proceeding under the General Municipal Law.

STEP 1: The TCCA 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 TCCA 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 TCCA, who may submit an appeal on the agenda to the County. A meeting between two (2) representatives of TCCA 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 TCCA 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 20: 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 Tioga County Sheriff's Department 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 21: EQUIPMENT AND SAFETY

Employees covered by this Agreement shall be supplied with all equipment necessary to properly perform the duties of their positions. 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 Department.

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 22: 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 TCCA, 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 Chair of the County Legislature.

ARTICLE 23: 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 the end of their probationary period.

ARTICLE 24: 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, 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 25: EMPLOYEE STRESS COUNSELING

Any member of the Tioga County sheriff's Department 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 26: 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 27: TERM

This Agreement shall be in effect for a period of three, (3), years, commencing January 1, 2004, and ending December 31, 2006. Both parties agree to open negotiations on a successor Agreement, no later than April 1, 2006.

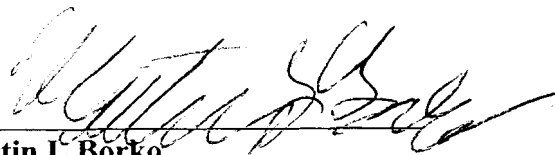
ARTICLE 28: LEGISLATIVE APPROVAL

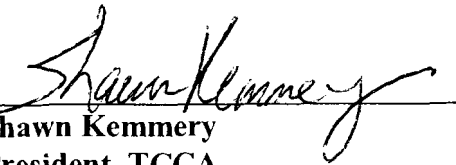
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the County Legislature has given its approval.

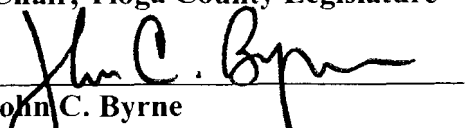
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

COUNTY OF TIOGA

**TIOGA COUNTY
CORRECTIONS ASSOCIATION (TCCA)**

By: 
Martin L. Borko
Chair, Tioga County Legislature

By: 
Shawn Kemmery
President, TCCA


John C. Byrne
County Manager


Roger Besser
Sheriff

