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9287

Agreement

between

County of Warren

and the

**Warren County Sheriff's
Employees' Alliance**

January 1, 2005 through December 31, 2007

RECEIVED

MAY 31 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

108

Agreement made between COUNTY OF WARREN, NEW YORK, hereinafter referred to as the "COUNTY" and the WARREN COUNTY SHERIFF'S EMPLOYEES' ALLIANCE, hereinafter referred to as "ALLIANCE,"

Whereas, the Alliance has been certified by the Public Employment Relations Board as the exclusive representative of certain employees of the County of Warren for the purpose of collective negotiations and the settlement of grievances, and

Whereas, it is the purpose and intent of this agreement to provide a fair and cooperative working relationship between the County of Warren and its employees for the mutual benefit of the public, the County government and its employees.

Now, therefore, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

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Article 1 - Applicable Law

This agreement shall be subject to all federal, state, and local laws applicable thereto, and any of the terms of this agreement which are not consistent with or conform to said federal, state and local laws shall be deemed null and void.

Article 2 - Recognition

The County recognizes the Alliance as the sole and exclusive bargaining agent with unchallenged representation status for the maximum permitted by law, for all employees of the County in the bargaining unit with respect to the terms and conditions of employment and the settlement of grievances.

Article 3 - General Bargaining Unit

Section 1

The bargaining unit represented by the Alliance shall consist of the following full-time employees in the Sheriff's Office of the County of Warren:

- Correction Officers
- Correction Sergeants
- Communication Officers
- Communications Supervisor
- Cooks
- Cook Manager
- Civil Law Enforcement Officers
- Civil Law Enforcement Sergeant
- Custodians
- Senior Custodian
- Building Maintenance Workers
- Building Maintenance Mechanics
- Senior Building Maintenance Mechanics
- Senior Account Clerk/typists
- Computer Programmer
- Public Safety Computer Technology Coordinator

Section 2

All other full-time employees, and all part-time employees, are excluded.

Article 4 - General Conditions

Section 1 - Prohibition of Strike

The Alliance affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, slowdown, or demonstration interfering with the departmental operations of the County, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

Section 2 - Dues Deduction

(a) The County grants to the Alliance exclusive payroll deduction of membership dues from wages of Alliance members and upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the County shall make and remit such deductions to the office of the Alliance as soon as practicable.

(b) The County shall deduct from the wages of employees and remit, following each payroll period, to the Hudson River Federal Credit Union, amounts which have been authorized by employees who have signed the appropriate payroll deduction authorization permitting such deduction. An employee's payroll deduction authorization may not be amended more than two times during any calendar year.

(c) No other employee organization shall be accorded similar payroll deduction privileges throughout the term of this agreement.

(d) The Alliance agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, that may arise out of, or by reason of, any action taken by the County pursuant to the provisions of this section.

Section 3 - Representation of Employees

(a) The Alliance shall have the sole and exclusive right to represent all employees in the bargaining unit in any and all proceedings under the Public Employees Fair Employment Act under the terms and conditions of this agreement; to designate its own representatives; and, to appear before the appropriate official of the County to effect such representation.

(b) All bargaining unit employees shall be free to join or refrain from joining the Alliance without fear of coercion, reprisal or penalty from the Alliance or the County.

Section 4 - Reservation of County Rights

(a) The County reserves the right to implement any rule or regulation concerning employee practices or working conditions without prior discussion with the Alliance provided it does not conflict with or violate any of the terms of this agreement or law.

(b) The County reserves the right to create or abolish any job, position or title without prior discussion with the Alliance provided it does not conflict with or violate any of the terms of this agreement or law.

Section 5 - Furnishing of Copies of Agreement

The County will prepare and make available to all bargaining unit employees a copy of this agreement.

Section 6 - Mandatory Legislative Language

Pursuant to Section 204-a of the Public Employees' Fair Employment Act: "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

Section 7 - Nondiscrimination

The County agrees to administer its obligations under this agreement in a manner which will be fair and impartial to all employees and there shall be no discrimination against any employee because of race, creed, color, sex or national origin by either the Alliance or the County by virtue of an employee's participation or nonparticipation in the Alliance.

Section 8 - Alliance Representatives

Alliance employees who are designated or elected for the purpose of adjusting grievances to assist in the administration of this contract subject to the approval of the Sheriff shall be permitted a reasonable amount of time to fulfill these obligations without loss of pay provided it does not interfere with the performance of their normal duties.

Section 9 - Periods of Time

All periods of time prescribed by this agreement shall be considered to be calendar days rather than working days, unless specifically stated in a particular section as working days.

Article 5 - Salary and Compensation Plan

Section 1 - Salary and Compensation

(a) During calendar years 2005, 2006, and 2007, employees shall be compensated according to the attached salary schedule.

(b) Any Warren County employee transferring into the bargaining unit as a Correction Officer or a Communication Officer shall begin at base pay consistent with that of new officers.

(c) All employees of the Sheriff's Office in the titles of Senior Account Clerk-Typist and Cook who perform correction officer duties shall receive out-of-title pay equal to the correction officer rate of pay for those hours such employee is assigned to perform correction officer duties.

Section 2 - Longevity Payments

(a) Longevity payments shall be added to the salary of an employee upon completion of fifteen (15), twenty (20), twenty-five (25) and thirty (30) years of continuous employment as provided in the attached "Schedule A." Longevity payments are cumulative.

(b) Longevity payments shall be computed as of January 1st of each year of the employee's continuous employment in Warren County service and added to the employee's salary on the first payroll date of the anniversary year of employment.

Article 6 - Workday, Workweek, Overtime

Section 1 - Workweek, Workday

(a) The regular workweek in the Sheriff's Office of Warren County shall be 40 hours consisting of five workdays.

(b) The regular hours of work in each day shall be eight hours and the Sheriff shall establish the schedule of working hours.

(c) Regular full-time office employees working at the Warren County Municipal Center shall be allowed a one-hour lunch period included in the eight-hour day. All other employees shall have a one-half hour lunch period included in the eight-hour day.

(d) All employees shall have two twenty-four hour days off each week. The two twenty-four days off each week shall be consecutive, except for major special events, pre-scheduled training days and staff meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public.

(e) Members may exercise a mutual exchange of a tour of duty (one day), provided that: the exchange occurs during the same work week (Monday through Sunday); the exchange does not cause either employee to receive overtime as a result of the altered hours during the employee's work week; and the affected employee's request for the exchange is made on a form to be provided by the Administration Office at least 48 hours in advance of the requested exchange. Approval will not be unreasonably withheld, taking into account staffing needs, special events, pre-scheduled training, staff meetings, division meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public. Approvals for an exchange of shift are limited to a maximum of four (4) exchanges per employee.

Section 2 - Overtime

(a) Except as provided in subsection (b) below, when an employee of the Sheriff's Office is required or authorized to work in excess of eight hours per day or forty hours per week, he shall be paid at the rate of time and one-half.

(b) Bargaining unit members working in positions staffed 24/7 shall be paid at their regular straight time rate for a maximum of 30 minutes each day, immediately prior to the start of their regularly scheduled eight-hour shift for the purpose of providing shift change briefings and uniform change.

(c) The hourly rate shall be determined by dividing the annual salary of the employee by 2080 hours.

(d) All payments for overtime shall be paid to the employee at the next regularly scheduled pay period.

(e) No employee shall work overtime unless authorized by proper authority prior to the time worked.

(f) Employees shall be paid overtime with the prevailing shift rate for the hours worked within each particular shift.

Section 3 - Miscellaneous Compensation

(a) Sheriff's employees working other than the scheduled daytime hours shall receive a shift differential as follows:

- Afternoon shift, 5% additional to hourly rate.
- Night shift, 10% additional hourly rate.

(b) The County will reimburse an employee required by the County to use his private automobile for County business at the reimbursement rate allowed by the Internal Revenue Service as nontaxable income.

(c) The County will provide a guarantee of 2 hours call-in time at the rate of time and one-half time whenever a bargaining unit employee is required and authorized to report for duty by a superior officer.

(d) In the event that an employee is temporarily reassigned for administrative convenience, up to a maximum of ten (10) consecutive days, including training or the range, the employee shall retain the shift differential for the shift to which he has been regularly assigned, provided such temporary assignment does not make such employee eligible for overtime. If such employee received overtime for such temporary assignment, he shall only be paid overtime at the prevailing shift rate for the hours worked within each particular shift.

Section 4 - Definition of Employees

For the purpose of this agreement, the following definition shall apply:

Full-time employee: A person who is employed by the County for a 12-month period of time and who regularly works 40 hours per week or more.

Article 7 - Holidays

Section 1 - Paid Holidays

Employees in the Bargaining Unit shall be entitled to the following paid holidays: (1) New Year's Day, (2) Martin Luther King, Jr. Day, (3) Lincoln's Birthday, (4) President's Day, (5) Memorial Day, (6) Independence Day, (7) Labor Day, (8) Columbus Day, (9) Election Day, (10) Veterans Day, (11) Thanksgiving Day, and (12) Christmas Day.

Section 2 - Holiday Administration

(a) Full-time employees will be paid the regular weekly salary without a deduction when one of the above holidays is observed during the workweek.

(b) If a holiday falls on a Sunday it will be observed on the next day thereafter. If it falls on a Saturday it will be observed on the preceding Friday.

(c) If a holiday falls on any other day, the General Construction Law and amendments then in effect will govern the day of its observance,

(d) If a holiday falls during a vacation period, the day will not be charged against the employee's vacation credits. Vacation days are charged solely against working days.

(e) Whenever an employee of the bargaining unit is required to work on one of the scheduled holidays or if an employee is called into work on one of the scheduled holidays, the employee can either (1) elect, with the prior approval of the Sheriff, to take an alternate day off in lieu of the scheduled holiday and receive pay at the employee's regular rate for the scheduled holiday, or (2) receive payment for working on said holiday at the employee's regular daily rate plus time and one-half. An employee whose normal day off falls on the holiday shall receive an additional day's pay for the holiday at the employee's regular daily rate or, with the prior approval of the Sheriff, take an alternate day off in lieu of the scheduled holiday.

(f) Whenever an employee of the bargaining unit uses sick leave for any part of a holiday, leave credits will be recorded as follows:

For Christmas, Independence Day, Martin Luther King, Jr. Day, Election Day, Lincoln's Birthday, and Memorial Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will not be entitled to the holiday benefit.

For New Year's Day, Washington's Birthday, Labor Day, Columbus Day, Veteran's Day and Thanksgiving Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will be entitled to the holiday leave benefit

(g) For purposes of this section the day to be considered the holiday shall be the day observed by the County as the holiday irrespective of whether such day is the actual holiday.

(h) For the purposes of holiday leave administration, the following titles are not required to work and are off for all scheduled holidays: full-time senior account clerk/typists, senior building maintenance mechanics, building maintenance mechanics, building maintenance workers, civil law enforcement officers, custodians, the civil law enforcement sergeant, the public safety computer technology coordinator, and the computer programmer.

**Article 8 - Vacation, Sick Leave, Personal Leave
Bereavement Leave, and Jury Duty**

Section 1 - Vacation Leave

(a) All full time bargaining unit employees shall be entitled to a vacation with pay after completing two years of total continuous service as follows:

2 years of service	10 working days
5 years of service	15 working days
10 years of service	20 working days

(b) For the first year of employment, an employee shall be entitled to the following vacation days on the 1st day of January following the employee's first day of employment:

<u>Month of First Day of Employment</u>	<u>Vacation Days</u>
January, February, March	5 days
April, May, June	4 days
July, August, September	3 days
October, November, December	2 days

(c) Vacation leave may be taken in multiples of not less than one day. All vacation days must be approved in advance.

(d) The period of employment referred to above shall be for a period of total full-time service in Warren County employment. Vacation credits shall be computed from the day of entry into full-time County service.

(e) A day of vacation shall be a working day.

(f) Vacation credits shall be computed from the day of entry into County service and computed on January 1 of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1st day of January in the year the employee was first appointed.

(g) All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one calendar year to another or used in whole or in part any year except the year in which it is due; provided, that the County will allow an employee to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the Sheriff and solely as a continuation of a planned trip commenced in the 12th month of the calendar year.

(h) All vacation time must be taken; however, vacation time earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to an employee at the time of his termination of service.

(i) The Sheriff retains the authority to set the number of employees who may take vacation at any one time. Selection of vacations shall be awarded based on seniority where there is a conflict, provided the employee submits his request by February 15 of the calendar year in which the requested vacation is to be taken.

Section 2 - Sick Leave

(a) Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered "sick leave."

(b) No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.

(c) A full-time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of one working day per month and no more than twelve working days in each year. Such sick leave with pay shall be granted to the employee by the Sheriff or his authorized designee. The Sheriff or his authorized designee may require a physician's statement for any absence of more than three consecutive days. The first seven days of absence, or "waiting period" under "Workers' Compensation Law," shall be provided to employees with full pay with no deduction to any leave credits.

(d) The twelve working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 180 days, and may be kept to his or her credit for future sick leave with pay.

(e) In the event any employee utilizes the sick leave benefits provided in this section while not actually sick, such employee will be subject to disciplinary proceedings.

(f) In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall be paid in cash at the hourly rate then in effect, for one-half of the accumulated sick leave to his credit.

(g) The twelve working days per year allowed to an employee for sick leave will be earned at the rate of one day of sick leave for each calendar month of employment in County service.

(h) Fractional days of sick leave may be granted but in no event will the fraction be less than one hour of the normal working day.

(i) A sick leave incentive of \$400 shall be paid by the last pay period before December 25 of each year to any employee who has not taken any sick hours from December 1 to the following November 30. An incentive of \$200 shall be paid to any employee who has taken only between one (1) and eight (8) hours of sick leave.

Section 3 - Personal Leave

(a) Personal leave is leave with pay for personal business, including a religious observance, without charge against accumulated vacation credits.

(b) A full-time employee shall be entitled to personal leave not exceeding a total of 3 days in each year.

(c) Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

(d) An employee shall not be entitled to personal leave time until after four months of continuous employment.

(e) Each new full-time permanent employee shall be credited with one day of personal leave after four months of continuous employment and one additional day of personal leave after eight

months of continuous employment and by an additional day of personal leave at the end of the tenth month of employment.

Section 4 - Leave of Absence

(a) Military Leave – Bargaining unit employees who are members of military reserve units and are required to go active duty for training purposes shall be entitled to leave, without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding thirty workdays per calendar year. Payment shall not be made to such employees unless a copy of the military orders is submitted to the Sheriff.

(b) Medical Leave and Education Leave - The County shall abide by the requirements of the Family and Medical Leave Act. An unpaid medical leave may be requested for a period not to exceed 90 days at a time. Extensions of such authorized medical leave will be granted for an approval by the Sheriff and the Finance & Personnel Committee of Warren County. Unpaid education leave may be requested up to a period not to exceed ten months.

(c) All requests for leave of absence shall be approved by the Sheriff for a maximum of three months. Any requests for Leave of Absence or continuation of the original leave beyond the three-month period must also be approved by the Warren County Board of Supervisors. Denying or granting of such Leave of Absence shall be in the sole discretion of the Board of Supervisors for periods of more than three months.

(d) Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.

(e) In the event an employee is reinstated in his old position within 30 days from the date he has resigned or for any reason has left his position, he will be reinstated with all his accumulative rights and benefits as if no interruption of service has occurred.

(f) In the event an employee reentering County service after having terminate his service for any reason whatsoever is not reinstated within 30 days from the date of his service was terminated, such employee shall not be entitled to vacation credits based on total service until he has completed two years of continuous service from the date of reentering County service.

Section 6 - Bereavement Leave

(a) Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three working days. Bereavement leave must be used only for the day of death or days to attend calling hours, funeral services, memorial services, and graveside services. Immediate family includes only mother, father, husband, wife, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.

(b) Employees may be absent from work without loss of pay for one day to attend the funeral of the employee's brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle.

(c) Any part of a working day taken shall be considered one day for the purpose of this section.

Section 7 - Jury Duty

An employee scheduled for jury duty shall be excused from the employee's responsibilities, without loss of pay at straight time by paying the employee for the leave time, provided the employee turns over the jury pay check to the County. Upon receipt of the jury duty notice, the employee shall immediately notify the Sheriff or his designee, of the jury duty dates. If the jury duty is to occur on the employee's regularly scheduled work day, the Sheriff, or his designee, will make all reasonable efforts to administratively schedule such employee for the day shift. Employees will report for work after short court sessions or days when the Office is working although the court may not be in session. No payment will be made to any employee who is exempt by law and waives the exemption by failing to claim the exemption or by volunteering to serve on jury duty.

Article 9 - Health Insurance Plan

Section 1 - Health Insurance

(a) On the first of the month immediately following the initial month of hire for a new employee, the County shall contribute the sum of \$152 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for individual coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the individual premium for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$152 per month, the County shall increase its contribution toward the health insurance premium by an amount equal to 85% of the difference between the individual premiums for the lowest cost health provider minus \$152. However, if the employee chooses the individual coverage for the lowest cost health care provider, the County shall pay the full premium for the employee's individual coverage of the lowest cost health care provider.

(b) On the first of the month immediately following the initial month of hire for a new employee, the County shall contribute up to the sum of \$325 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for two-person coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the two-person rate for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$332 per month, the County shall increase its contribution toward the two-person premium by an amount equal to 85% of the difference between the two-person premiums for the lowest cost health provider minus \$332.

(c) On the first of the month immediately following the initial month of hire for a new employee, the County shall contribute up to the sum of \$462 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for family coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the family premium for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$494 per month, the County shall increase its contribution toward the health insurance

premium by an amount equal to 85% of the difference between the family premiums for the lowest cost health provider minus \$494.

(d) Two members of the same family employed by the County may only be enrolled in one insurance plan. If two members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan, but the County will only contribute a maximum total amount equal to the County's contribution for a two-person plan.

(e) In the event that the County proposes to change the health insurance plans to non-equivalent plans and/or change the County's contribution toward the health insurance premiums, the parties agree to re-open negotiations for these issues only.

Section 2 - Eligibility in Retirement

(a) An employee shall be eligible for continued coverage under the Warren County Health Insurance Plan in retirement, if all of the following conditions apply:

- has vested at least ten (10) years total service as a Warren County employee;
- has retired under the New York State Retirement System; and
- is enrolled in the Warren County Health Insurance Plan at the time of retirement.

(b) Employees with vested status who leave County employment prior to retirement under the New York State Retirement System may continue coverage in the Warren County Health Insurance Plan by paying both the employer and employee shares of the health insurance premium. After retirement begins, said employee shall be liable for only the employee share of the premium.

(c) An active employee who is eligible for coverage and has elected not to enroll in the County Plan during his active employment may enroll in the Plan at any time prior to retirement during an open enrollment period.

(d) A covered employee or retired employee who fails to remit the required premiums shall be terminated from coverage.

(e) An employee who is eligible for coverage at the time of retirement and who elects not to continue coverage or to enroll for coverage as a retired person shall be eligible to enroll for coverage after retirement provided such employee has at least twenty (20) years of total service as a Warren County employee.

(f) The surviving spouse and minor children of an employee who dies while in service and prior to retirement shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

- the deceased employee has at least ten (10) years total service as a Warren County employee; and
- the deceased employee was vested under the New York State Retirement System at the time of his/her death.

(g) The surviving spouse and minor children of a retired Warren County employee shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

- the deceased employee had at least ten (10) years of total service as a Warren County employee; and
- the deceased employee had retired and was eligible for or receiving benefits under the New York State Retirement System.

(h) “Continued coverage” as used in this article shall mean the coverage available to all bargaining unit employees and members of the employee’s family.

Section 3 - Dental Insurance

(a) All full-time employees of the County shall be eligible for non-duplicative coverage in the current Dental Plan, or equivalent coverage. The County shall contribute the sum of \$20 per month per employee toward the premium for the individual coverage and \$34 per month per employee toward the premium for dependent coverage.

(b) In the event that the County proposes to change the Dental Plan to a non-equivalent plan and/or change the County’s contribution toward the Dental Plan premiums, the parties agree to re-open negotiations for these issues only.

Article 10 - Retirement Plans and Death Benefits

Section 1 - Retirement Plans

(a) The County shall continue to provide for a retirement plan pursuant to Section 75-i of the Retirement and Social Security Law of the State of New York.

(b) The County shall continue to provide for the optional Sheriff’s twenty-five retirement plan, pursuant to Sections 89-p and 603(1) f the Retirement and Social Security Law of the State of New York for Correction Officer bargaining unit employees.

Section 2 - Guaranteed Ordinary Death Benefit

The County shall continue to provide for a guaranteed ordinary death benefit under Section 60-b of the Retirement and Social Security Law an amended by the Laws of 1970.

Article 11 - Grievances

(a) The parties hereby agree to the following procedures in handling grievances:

Step 1 - When an employee makes a grievance, the employee shall meet with the Division Commander and attempt to resolve the matter informally (“the informal stage”). The employee shall notify the Alliance representative of the grievance. The aggrieved employee may be accompanied by the Alliance representative.

Step 2 - In the event the grievance is not resolved informally, it shall be reduced to writing within fifteen (15) calendar days from the informal stage and presented to the Sheriff ("the formal stage"). The aggrieved employee shall meet with the Sheriff to attempt to resolve the grievance. The aggrieved employee may be accompanied by the Alliance representative.

Step 3 - In the event such grievance is not satisfactorily resolved by the Sheriff, a written appeal may be filed with the Labor-Management Committee of the Board of Supervisors within fifteen (15) calendar days after the aggrieved employee has received the written decision of the Sheriff. The Labor-Management Committee of the Board of Supervisors shall investigate the grievance and shall, in writing, notify the aggrieved employee, the Alliance representative, and the Sheriff of its decision. Such notification shall be within thirty (30) calendar days after the Labor-Management Committee has received the written appeal, and within no more than five (5) days of its decision.

Step 4 - In the event that such grievance is not satisfactorily resolved by the Labor-Management Committee of the Board of Supervisors, the matter may then be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. Such referral must be made within thirty (30) calendar days of the written decision of the Labor-Management Committee. If the parties cannot agree on an impartial arbitrator, the parties shall use the services of the American Arbitration Association for the selection of an arbitrator.

(b) The following shall apply to this entire grievance procedure:

(1) A grievance is defined as a claim of an alleged violation of this agreement with respect to its application or interpretation, which claim shall not include any matter for which a method of review is prescribed by law or by any rule or regulation of the Civil Service Commission having the force and effect of law.

(2) All informal stage and formal stage grievances shall include the name and position of the aggrieved employee, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged event or condition constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said event or conditions, if known to the aggrieved employee, a statement of the nature of the grievance, and the remedy sought by the aggrieved employee.

(3) No written formal stage grievance shall be entertained and such grievance is waived, unless the written formal stage grievance was received by the Sheriff's Administration Office within thirty (30) calendar days after the aggrieved employee knew or should have known of the act or condition upon which the grievance is based.

(4) Failure to comply with the time limits set forth in this entire Article is intended to be, and shall be, considered a complete bar to the continued processing of any grievance or legal action, unless mutually agreed upon in writing by both parties.

(5) In the event that an aggrieved employee has submitted the subject matter of the grievance to any other forum, including administrative agencies, judicial bodies or the Courts, the employee may not utilize this grievance procedure.

(6) If the County fails to respond to a grievance at any step of the procedure within the required time periods, the ALLIANCE may consider the grievance denied.

(7) The ALLIANCE and the County shall bear equally the fees and expenses of the arbitration stage of the grievance procedure, exclusive of attorneys' fees.

(8) The Arbitrator shall not have the power to add to, alter, amend, or modify the ALLIANCE Collective Bargaining Agreement.

Article 12 - Waiver

The parties agree that this is the entire agreement between the County and the Alliance and concludes all negotiations during its term. They acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement.

Article 13 - Employee Personnel Files

(a) Upon request to the Sheriff, and in his presence, an employee shall be given the opportunity to review the contents of the employee's personnel file, except for confidential background information, mental health evaluations, and items which are defined as confidential by statute, case law or New York State or Federal regulation. The employee shall be allowed to place in such file a response to anything contained therein. In the event that it is inconvenient to immediately comply with the employee's request, then the employee shall be given access to such file no later than five (5) working days following the initial request. An employee may request and shall be given a copy of part or all of the employee's personnel file, except for the confidential items referenced herein.

(b) Whenever the signature of an employee is required for evaluation, such signature shall merely indicate an acknowledgment that the employee has received or reviewed the evaluation in question and not necessarily agree with its contents.

(c) A copy of documents concerning the employee's job performance will be provided to the employee when received by the Sheriff.

Article 14 - Miscellaneous Provisions

Section 1 - Annual Statement of Accrued Time

During the month of February in each year or as soon thereafter as may be practicable, the County shall prepare and distribute to each bargaining unit employee in County service a

statement of his accrued credits for vacation and sick leave as of the end of the prior calendar year and a statement of any such other credits or leave time the employee shall be entitled to during the ensuing year which are not accumulative.

Section 2 - Review of Leave Sheets

Every bargaining unit employee shall have the right to review or question their time sheet and may from time to time inquire through the Sheriff's Payroll Office as to his accrued leave time credits.

Section 3 - Medicare Premiums

Upon the exclusion from the coverage of the County's Health Insurance Plan of the supplemental medical insurance benefits under Medicare, the amount of such Medicare premium will be deducted from contributions payable by the employee and the employer. Contributions to the health insurance fund shall be adjusted as necessary to provide such payments.

Section 4 - Workers' Compensation Reimbursement

Whenever the County is reimbursed by the Workers' Compensation Insurance Carrier for continuing the employee's salary during the period of job connected disability, the County will credit the employee's sick leave benefits to the nearest day by dividing the reimbursement received by the employee's daily rate or compensation at straight time without regard to shift differentials. When an employee has exhausted his sick leave credits prior to the reimbursement from the carrier, he will be entitled to receive only those benefits provided for under the Workers' Compensation Law.

Section 5 - Emergency Recall from Leave

The County agrees that no employee shall be called back to work while on vacation, personal leave or legitimate sick leave, except where a state of emergency exists.

Section 6 - Coffee Breaks

All employees shall be allowed one coffee break during each four hours of his regular day and the Sheriff shall establish such rules and regulations as may be necessary to implement these employee rest periods.

Section 7 - Uniforms

The County shall provide complete uniforms and equipment to all personnel required by the Sheriff to wear uniforms and have such equipment. A yearly payment of \$500.00 shall be paid to all civil law enforcement officers and the civil law enforcement sergeant for the purchase of appropriate business attire. Payments will be made on a voucher system and must be submitted to the Administration Office no later than November 1st of each calendar year. Employees that work in these titles for less than a calendar year shall have their yearly payment pro-rated in equal proportion to the time worked in these titles.

Section 8 - Safety Standards

The County agrees to provide safe vehicles to appropriate personnel.

Section 9 - Union Negotiations

Release time shall be provided at full pay for up to three (3) negotiating representatives.

Section 10 - Disability Insurance

The County will provide New York State Disability Benefits coverage in accordance with the New York State Benefits Law. Each employee shall make the maximum premium contribution permitted by the State Plan and the County shall pay the difference in the premium for each employee.

Section 11 - Payroll Information

Employees' paychecks shall state the number of regular hours and overtime hours that the employee worked in their respective pay period.

Section 12 - Employee Indemnification

The indemnification benefits of Section 18 of the Public Officers Law shall be conferred upon the members of the bargaining unit provided such employee complies with all of the requirements of Section 18 of the Public Officers Law.

Section 13 - Bulletin Boards

The County shall provide the Alliance access to bulletin board space at all buildings where bargaining unit employees regularly work.

Section 14 - Tuition Reimbursement

Employees shall be allowed to take job related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a "C" grade or better, the County shall reimburse the employees for 50% of the cost of tuition and fees incidental to taking the course. If an employee does not work for at least eighteen (18) consecutive months after completing a course for which the County has reimbursed the employee for 50% of the cost of tuition and fees, the employee will refund the County the total amount paid by the County to the employee.

Section 15 - Direct Deposit

The County will implement direct deposit of an employee's paycheck for all bargaining unit employees who provide written authorization to the County to do so in accordance with the County's policy and practice on direct deposits.

Section 16 - Posting of Vacancies

All permanent vacancies where an eligible list does not exist shall be posted for at least five (5) calendar days prior to the filling of the vacancy. Anyone interested in applying for the job shall have the right to apply for the vacancy. All applicants shall receive notice of the name of the person who filled the vacancy.

Article 15 - Seniority

A seniority roster will be given to the Alliance President upon request. This roster shall list all full-time employees in the bargaining unit by assignment and title. Within thirty (30) days of the

receipt of the roster the Alliance will notify the County of the alleged discrepancies in the roster. The parties will meet to resolve all discrepancies. For purposes other than the Civil Service Law, agency seniority shall be measured by time in title or any subsequent promotional title.

Article 16 - Changes To This Agreement

The terms of this Agreement may be altered, changed, added to, deleted from or modified only through a written and signed amendment to this Agreement.

Article 17 - General Municipal Law Section 207-c

The parties agree that the procedures attached as Schedule B shall govern all disputes under General Municipal Law section 207-c. Although the procedures set forth go beyond the statutory language of 207-c the parties agree that these negotiated procedures are consistent with and conform to the spirit of the statute.

Article 18 - Affect on Prior Agreements, Effective Date And Duration

This agreement amends and supercedes all previous agreements and addendums to agreements entered into between the County of Warren and the Warren County Sheriff's Employees' Alliance. This agreement shall be the sole agreement now in existence between the parties for the term set forth hereinafter. This agreement shall be effective January 1, 2005, and shall end on December 31, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials this 24th day of September 2004.

<p>Approved as to Form</p> <p>_____ Paul B. Dusek Warren County Attorney</p>	<p>Warren County Board of Supervisors</p> <p>_____ William H. Thomas Chairman</p>
<p>Warren County Sheriff's Employees' Alliance</p> <p>_____ Deborah A. Ranous President</p>	<p>Warren County Sheriff's Office</p> <p>_____ Larry J. Cleveland Sheriff</p>

Schedule A

Salary and Compensation Plan

As amended by Supplemental Agreements dated November 17, 2004 and November 30, 2004.

Building Maintenance Mechanic

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	33000	33500	34000	34500	35000
2006	34050	34750	35050	35550	36050
2007	35100	35600	36100	36600	37100

Senior Building Maintenance Mechanic Differential - \$4000

Building Maintenance Worker

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	25000	25500	26000	26500	27000
2006	26050	26550	27050	27550	28050
2007	27100	27600	28100	28600	29100

Civil Law Enforcement Officer

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	29000	33000	36500	43000	46000
2006	30050	34050	36550	44050	47050
2007	31100	35100	37600	45100	48100

Civil Law Enforcement Sergeant Differential - \$4000

Computer Programmer

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	29000	33000	36000	42000	44000
2006	30050	34050	37050	43050	45050
2007	31100	35100	38100	44100	46100

Cook

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	25000	26000	27000	29000	30500
2006	26050	27050	28050	30050	31550
2007	27100	28100	29100	31100	32600

Cook Manager

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	29000	31000	32000	33500	34000
2006	30050	32050	33050	34550	35050
2007	31100	33100	34100	35600	36100

Correction Officer and Communication Officer

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	28000	32000	34000	36000	38000
2006	29050	33050	35050	37050	39050
2007	30100	34100	36100	38100	40100

Correction Sergeant Differential - \$4000

Communication Supervisor Differential - \$4000

Custodian

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	24000	25000	26000	27000	29000
2006	25050	26050	27050	28050	30050
2007	26100	27100	28100	29100	31100

Senior Custodian Differential - \$4000

Public Safety Computer Technology Coordinator

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2005	28000	32000	35000	37500	40000
2006	29050	33050	36050	38750	41050
2007	30100	34100	37100	39600	42100

Senior Account Clerk/Typist

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th Year
2005	27000	27500	28500	29500	32500
2006	28050	28550	29550	30550	33550
2007	29100	29600	30600	31600	34600

Longevity Payments

Year	Longevity
2005	200
2006	400
2007	500

Schedule B
General Municipal Law Section 207-c Procedure

Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-c of the General Municipal Law (hereafter referred to as “GML 207-c”). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-c set forth in the statute or case law, or to modify any requirements set forth in the Department Rules, Regulations and Directives Manual, to the extent that such Rules, Regulations and Directives are not inconsistent with this procedure.

Section 2

For the purpose of this procedure, the employer shall be referred to as the “Sheriff”. Nothing in this procedure is intended to limit the right of the employer to designate a person other than the Sheriff to receive applications or initially decide entitlement to benefits. In the event that someone other than the Sheriff is designated to receive applications or render initial determinations, the employer will prominently publish the name of the individual who receives applications or renders initial decisions.

Section 3

A member shall notify their supervisor as soon as possible of any injury, illness or recurrence of any injury or illness in the performance of his/her duties whether or not the same necessitates medical or other lawful remedial treatment and complete an injury and/or accident report within 72 hours. The failure to complete a timely report may be considered by the decision maker on any application as presumptive evidence that the injury or illness did not arise in the performance of his/her duties. Said injury or sickness shall hereafter be referred to for purposes of this procedure as a GML 207-c disability. The Sheriff may, in his/her discretion, excuse the failure to file a timely report within the 72-hour period upon a showing of good cause.

Section 4

Application for GML 207-c benefits for a member of the Department may be made by the member, the Sheriff or some other person acting on behalf of such member.

Section 5

An application shall be deemed “untimely” unless it is received by the Sheriff’s office within thirty (30) days after the date of the injury or sickness upon which the application is based or within thirty (30) days after the member discovers, or should have discovered, the injury, reinjury or sickness upon which the application is based should have been discovered. The Sheriff may, in his/her discretion, excuse the failure to file the application within the thirty-day period upon a showing of good cause.

Section 6

The application must be made in writing on the form attached to this procedure and, where appropriate, will include a statement from the applicant’s treating physician or health authority. The application shall include a written authorization for the release of medical records which

shall be fully executed by the applicant. Upon filing, the applicant will be given a copy of the application stamped with the date of receipt.

Section 7

After the filing of said application, the Sheriff shall have the right to require the applicant to submit to one or more medical examinations. The Sheriff will provide the applicant with a copy of all medical reports he/she receives.

Section 8

The Sheriff shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-c. The Sheriff shall have the authority to conduct a full investigation of the facts concerning the application. All parties will mutually exchange records and documents obtained or relied on during the investigation. The applicant may be required to give sworn testimony and/or sworn written statements concerning any facts relevant to the application.

Section 9

Pending the initial determination of an application, time off taken by the applicant after submission of said application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-c benefits shall be charged to sick leave or other available leave credits. Subsequent to the initial determination, the time will be charged based on the determination.

Section 10

The Sheriff shall render a written decision on the application for benefits as soon as practicable but in no event later than fifteen (15) days after receipt of all necessary information as indicated in sections 7 and 8 above. In the event that a written decision is not issued within fifteen (15) days, the applicant will be temporarily placed on GML 207-c leave pending receipt of the written decision. A copy of the decision shall be mailed to the applicant at the address specified in the application.

Section 11

If the decision is that the applicant is eligible for GML 207-c benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-c leave. The member's GML 207-c benefits shall continue so long as the member remains eligible.

Section 12

In the event the applicant is not satisfied with the decision at the Sheriff's level and wishes to appeal the decision, the applicant shall file within thirty days of receipt of the Sheriff's decision a written demand for arbitration of his GML 207-c claim. The claim shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration, the party initiating the arbitration shall request that the administering agency forward

for selection of an Arbitrator by the Sheriff and the member a list of seven Arbitrators from its panel of Arbitrators.

The parties to the arbitration shall be the Sheriff and the member involved. All costs billed by the Arbitrator and the administrative agency shall be borne equally by the Sheriff and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

Section 13

The Arbitrator shall have the authority to review the claim of entitlement to GML 207-c benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim, including but not limited to assertions regarding the timeliness of the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents an issue of termination of GML 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-c claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-c with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-c benefits, the Sheriff shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-c benefits.

A stenographic transcript must be made of all proceedings before the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on all the parties, subject to the right of review pursuant to CPLR Article 75.

REVIEW OF DISABILITY

Section 14

(a) The Sheriff may periodically review cases of members receiving GML 207-c benefits for the purpose of determining whether the individual continues to be entitled to GML 207-c benefits, and for the purposes of ascertaining the level of disability (so that "light duty" may be considered). With regard to review of disability, the Sheriff shall have the same authority as for a review of initial eligibility provided for in sections 7 and 8.

(b) Any individual who is receiving benefits under GML 207-c continues to be subject to provisions set forth in the Department Rules, Regulations and Directives Manual and in departmental orders concerning notification to the Department of the member's condition.

Section 15

If for any lawful reason the Sheriff shall determine, based on receipt of a medical report from a physician or health authority retained by the Sheriff or the member's own physician or health authority, that a member is able to perform the duties of his/her position, the Sheriff shall notify the member of the termination of his/her GML 207-c benefit. The Sheriff shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician or health authority report to be made on the member.

Section 16

In the event the member is not satisfied with the decision at the Sheriff's level and wishes to appeal, the member shall file within thirty days of receipt of the Sheriff's decision a written demand for arbitration of his termination of GML 207-c benefits and status. The claim, if timely filed, shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration, the party initiating the arbitration shall request that the administering agency forward for selection of an Arbitrator by the Sheriff and the member a list of seven Arbitrators from its panel of Arbitrators.

The parties to the arbitration shall be the Sheriff and the member involved. All costs billed by the Arbitrator and the administrative agency shall be borne equally by the Sheriff and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

Section 17

The Arbitrator shall have the authority to review the claim of continued entitlement to GML 207-c benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim, including but not limited to assertions regarding the timeliness of the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents an issue of termination of GML 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-c claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-c with respect to an injury alleged to have occurred in the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-c benefits, the Sheriff shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-c benefits.

A stenographic transcript must be made of all proceedings before the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties, subject to the right of review pursuant to CPLR Article 75.

LIGHT DUTY

Section 18

If the physician or health authority makes a determination that the member is not capable of performing his/her regular duties but is capable of performing "light duty", the Sheriff may require the employee to return to work light duty. In such an instance, the physician or health authority making the light duty determination must be provided with a written description of the essential conditions and responsibilities for the proposed light duty position. Any determination on light duty must set forth in writing any limitations on the duties of the position that will apply to the member.

Section 19

If the member disputes the light duty determination, he/she may appeal the determination using the procedures set forth in sections 16 and 17. Any such appeal must include the factual basis for the appeal, including any medical reports that dispute the light duty determination.

Section 20

Provided the employee files a timely appeal that complies with section 19, the member's GML 207-c benefits shall continue until the Arbitrator renders a decision or the member abandons the appeal.

GENERAL PROVISIONS

Section 21

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

Section 22

An applicant hereunder may have a representative of his choosing at any stage of this procedure.

Section 23

Once an applicant has been determined to be eligible to receive GML 207-c benefits, those benefits will continue pending a final determination of an Arbitrator or until the applicant abandons the process.

Section 24

This procedure shall take effect on January 1, 2003 and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date and to all current claims.

MUTUAL EXCHANGE OF RECORDS

Section 25

At all steps of this procedure the parties will mutually exchange all relevant documents, including all relevant medical records.

Section 26

Any medical records exchanged in this proceeding will be kept confidential and shall not be re-disclosed except as expressly permitted or required by law. Records concerning GML 207-c will be kept separate and distinct from any other personnel files or records. The Sheriff may disclose medical records and information contained therein with other involved administrators of the office, the County, County Attorney's office and attorneys and physicians retained by the County, which disclosures shall be considered consistent with this agreement.

TERMINATION OF BENEFITS

Section 27

If a member is granted an Accidental Disability Retirement or Performance of Duty Disability Retirement, his/her General Municipal Law §207-c benefits shall be terminated on the effective date of his/her retirement. Additionally, the member must cooperate with reasonable requests by the Sheriff or County if it should decide to file for Accidental or Performance of Duty Disability Retirement on behalf of the member. Failure of the member to cooperate with reasonable requests needed in securing benefits enumerated in this section shall be insubordination and give rise to such disciplinary proceedings and measures provided for under law and the Collective Bargaining Agreement then in effect.

OTHER BENEFIT OR INSURANCE SOURCES

Section 28

A member seeking 207-c salary shall cooperate with reasonable requests for assistance by the Sheriff and/or other Warren County Officials (by way of providing information and executing appropriate documents) in order to claim any benefits to which the member may be entitled to under medical insurance, Workers' Compensation, no-fault insurance, or other appropriate sources to the extent allowed under law. Said benefits, to the extent that the same may be lawfully claimed, shall be deemed to be made as payment towards any salary and medical care expenses to which the member may otherwise be entitled under 207-c. To the extent allowed under law, the County shall have a lien on all no-fault benefits. Failure of the member to cooperate in securing benefits enumerated in this section shall be insubordination and give rise to such disciplinary proceedings and measures provided for under law and the Collective Bargaining Agreement then in effect.

MEDICAL PAYMENT PROCEDURES

Section 29

On each bill or claim for such services that are related to GML 207-c benefits, the member shall request that the person or persons rendering such services certify thereon that the services rendered were required as a consequence of an injury or sickness upon which the 207-c claim is based. The Sheriff shall determine if medical treatments or any medical devices are related to a 207-c injury subject to the member's right of appeal as provided for in Sections 16 and 17 hereof.

Warren County Sheriff's Office
General Municipal Law Section 207-c Application

Name of Applicant _____ Date _____

Name of Party
Submitting Application _____ Date _____

I hereby apply for benefits under section 207-c of the General Municipal Law based on the following (copy either section A **or** section B):

A. **Injury Sustained in the Performance of Duty.** (In the space provided or on additional sheets of necessary, set forth to the best of your ability information about the injury, including the date, time and place where the injury occurred; a brief description of the nature and extent of the injury; the names and addresses of medical care providers, including hospitals and health centers, who may have treated you to date; and the name and rank of other members who may have witnessed the incident. Also attach any information relevant to the injury.)

OR

B. **Illness as a Result of Performance of Duty.** (In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the illness, including the date, time and place where the illness occurred; a brief description of the nature and extent of the illness; and the names and addresses of medical care providers, including hospitals and health centers, who may have treated you to date. Also attach any information relevant to the illness.)

I submit this application pursuant to policy and procedure governing the application for, and the award of, benefits under section 207-c of the General Municipal Law. The statements contained in this application are, to the best of my knowledge, accurate and true.

Applicant Signature _____ Date _____

The decision on my application should be mailed to me at the following address:

Application Received By

Signature of Person
Authorized To Receive Application _____

Date _____

Warren County Sheriff's Office
General Municipal Law Section 207-c Medical Records Release

TO: _____

You are hereby authorized to release to the County of Warren and/or its representatives all information, including patient files, medical charts, physician notes, x-rays and other pertinent information, regarding medical or other remedial treatment provided to me.

This request is a continuing request and records must be forwarded upon request by Warren County and/or its representatives periodically as treatment continues.

A photocopy of this authorization shall be considered as effective and valid as the original thereof.

Applicant Name _____ Date of Birth _____

Signature of Applicant _____

Date _____

STATE OF NEW YORK)
COUNTY OF WARREN) ss.

On the _____ day of _____ 20 _____, before me personally appeared _____, to me known and known to me to be the individual described in and who executed the foregoing instrument and who duly acknowledged to me that (s)he executed the same.

Notary Public