AGREEMENT

by and between the

COUNTY OF TIOGA

and the

NATIONAL CORRECTIONAL EMPLOYEES UNION, INC. (NCEU)

and its affiliated local chapter, the

TIOGA COUNTY CORRECTIONS ASSOCIATION, INC. (TCCA)

January 1, 2026 – December 31, 2029

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AGREEMENT

This Agreement is effective January 1, 2026 by and between the COUNTY OF TIOGA, State of New York, hereinafter called the "County", and the NATIONAL CORRECTIONAL EMPLOYEES UNION, INC. (the "NCEU") and its affiliated local chapter, the TIOGA COUNTY CORRECTIONS ASSOCIATION, (the "TCCA"), collectively referred to as "the Union" or "the NCEU/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 the Union, 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 will be fair and impartial to all employees represented by the Union, and that it will not discriminate against any employee by reason of sex, nationality, race or creed.

ARTICLE 2: LAW GOVERNING

This Agreement will 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 will at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision will 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 will at any time thereafter be contrary to law, all remaining provisions of this Agreement will continue in effect.

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

ARTICLE 3: RECOGNITION

The County recognizes the NCEU 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.

ARTICLE 4: RIGHTS AND DUTIES OF NCEU

Section 1: The County will deduct from the wages of employees represented by the Union, 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 five (5) additional payroll deduction lines 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 will 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 will provide in writing:

National Correctional Employees Union
Tioga County Corrections Association Local Chapter
Union Treasurer
195 Russell Street, Suite B-13
Hadley, MA 01035

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 will be accomplished, to the extent possible, by the next payroll period.

Section 4: The County agrees to submit to the Union every three (3) months a list of any new permanent employees hired.

Section 5: The County will notify the Union President of new hire orientations sufficiently in advance to permit the President or his/her designee to either attend the orientations or otherwise conduct Union orientations for new unit members.

Section 6:

A. The County recognizes the right of the employees to designate four (4) representatives of the Union 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 Union will 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 will not be unreasonably withheld.

Section 7: The Union will 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 will be furnished appropriate quarters for the holding of Union meetings and the conducting of Union business in the Tioga County Sheriff's Department building, subject to the approval of the Sheriff and the Union.

Section 8:

A. The President of the Union and five (5) other employees to be designated by the President in writing to the Sheriff, will 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 will notify his/her superior officer in advance of the date of such negotiations. Such employee will 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 will be no compensation pursuant to paragraph (A) of this section.

ARTICLE 5: NO STRIKE PLEDGE

The Union 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 are 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 will 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 will 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: Salaries shall be adjusted and paid as shown on Appendix A.

Section 2.A: The longevity schedule attached hereto as Appendix A-1 shall be effective and appended to the Collective Bargaining Agreement as Appendix A-1.

Section 3: Salaries and wages of all persons covered by this Agreement will 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 will 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 4: An employee who has accumulated compensatory time off will, 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 will 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 will have his duty schedule revised for the purpose of avoiding the payment of overtime.

Employees who elect to earn compensatory time while working overtime will have the opportunity to cash out compensatory time two times per year pursuant to a schedule authorized and implemented by the County.

Section 4A: Calculation of overtime will be based upon hours worked over 40 in a workweek and/or over 8 hours in a workday. Employees working over 40 hours in any given workweek and/or 8 hours in any given workday will be entitled to time-and-a-half for all hours worked over 40 in a workweek and/or 8 in a workday. The employee may choose the form of compensation for overtime worked, either in the form of pay or in the form of compensatory time. In computing the hours worked, time taken as vacation, sick, compensatory, holiday and personal time will be counted as time worked.

Section 5: In the event that an employee is called into work at any time other than his/her regularly scheduled tour of duty/shift, s/he will be paid a minimum of four (4) hours at the straight time rate or their actual amount of time worked at his/her overtime rate, whichever is greater. Notwithstanding the foregoing, and in the event an

employee is called into work contiguous to his/her regularly scheduled tour of duty/shift, he/she shall be paid for the actual amount of time at one and one-half times (1.5X) his/her regular hourly rate. Contiguous shall be defined as being called in within two and one-half hours (2.50) of the starting time of the employee's regularly scheduled tour of duty/shift.

Example 1: The employee is called into work on a day other than the employee's normal work day for a period of two and one half (2.5) hours. The employee would be paid the equivalent of four (4) hours at straight time since two and one-half (2.5) hours at the normal overtime rate would be less than four hours of straight time pay.

Example 2: The employee is called into work on a day other than the employee's normal work day for a period of three (3.0) hours. The employee would be paid three (3) hours at the overtime rate because the four (4) hour minimum at straight time rate is less than the payment at the overtime rate.

Section 6: The mileage reimbursement will be consistent throughout the County, in accordance with the County Travel Policy, Policy # 11.

Section 7: The County agrees to provide uniform maintenance service for Corrections Officers on a contractual basis.

Section 8: Upon promotion, the employee will be paid in accordance with Section 2 above. Demotions will result in the removal from the individual's salary of the amount of increase granted on promotion.

Section 9: In the event a Correction Officer is assigned the duties of a higher rank/Officer in Charge (OIC), the bargaining unit member will be paid a $3.00 per hour differential for all hours worked plus applicable shift briefing pay while working in that capacity.

Section 10: Employees assigned to and working Shift C shall receive an additional shift differential of $1.00 per hour. Employees assigned to and working Shift A shall receive a shift differential of $1.25 per hour.

ARTICLE 7: BASIC WORKWEEK

Section 1: The Corrections Lieutenant will work a 5-2 schedule, consisting of five (5) days on duty followed by two (2) days off duty. All other corrections personnel, excluding cooks and admin positions, transport and recreation will work a 4-2 schedule, consisting of four (4) days on duty followed by two (2) days off duty.

Section 2: Corrections Officers assigned to the jail will work an eight (8) hour shift. Corrections Sergeants assigned as shift supervisors will work an eight (8) hour and fifteen (15) minute shift, the first fifteen (15) minutes of which will be shift briefing and will be paid at time and one half (1.5) their regular rate of pay. All other

correctional officers as noted above in Section 1 will work an eight (8) hour shift and not receive shift briefing pay.

ARTICLE 8: RETIREMENT

The County will provide coverage in a special 25 year service retirement plan for all eligible employees who have signed and executed any required elections of the New York State Employees' Retirement System Plan contained in relevant statutory provisions, including Article 14, Article 15, 89-P and 603-L of the Retirement and Social Security Law.

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 will pay their portion of the premium in accordance with Section B below. The Classic Blue Plan offering will be discontinued effective January 1, 2018 and the PPO H-Split Plan will be the health insurance plan offering. Upon request of the Association, the County agrees to meet once a year to discuss health insurance premiums and to explore other health insurance plans or other ways to mitigate increase.

B. *1.* Payroll contributions for those enrolled in County sponsored health insurance will be 17% of total premium.

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

1. Employees will 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 Blus Cross/Blue Shield.

D. All employee health insurance contributions will 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. Employees will have the option of participating in an expanded IRS 125K Plan for qualifying out of pocket medical and dependent care expenses. The County will 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 will provide for each employee covered by this Agreement, a life insurance policy having a face value of $10,000 payable upon the death of said employee. Such insurance terminates upon the termination of employment with the County. The County will pay the entire premium for this life insurance. This life insurance is provided by the County and is not a substitute nor does it preclude the receipt of death benefit provisions as defined by the New York State Employees' Retirement System.

In the event of death in service, the unused portion of leave time (personal, vacation and compensatory time, as defined in Articles 11 and 12 of this Agreement, but not sick) standing to credit at the time, will 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 will be entitled to four (4) paid days of personal leave per year for the purpose of attending to personal business. Such personal leave days will not be cumulative and, if not utilized, will not be carried over into the subsequent calendar year.

For the first calendar year of employment, new hires and rehires will 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 will 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 thirteen years, 15 days vacation.
3. Service of more than thirteen* years, 20 days vacation.

Employees will 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.

Vacation Scheduling

1. **Quarterly Scheduling:**

All staff will have the opportunity to request scheduled vacation, within 30 days after shift assignments are made pursuant to Article 30 of this agreement, by signing up on posted vacation sheets available to all staff. Vacation approvals will be granted in seniority order if all requests for a given date(s) cannot be accommodated. The Jail administration will assign appropriate coverage for vacation days when this method is utilized.

2. **Other Vacation Requests:**

All staff will also continue to have the separate opportunity to request vacation time by submitting the appropriate form to a supervisor. When vacation requests are approved pursuant to this method, the staff member will be responsible for identifying appropriate qualified covereage for their vacation time off at the time they submit their vacation request. Vacation requests pursuant to this method will be granted where possible.

Any break in service of less than one year, other than discharge for cause, will not result in an interruption of said years of continuous employment, but will 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 will be entitled to the following thirteen (13) holidays:

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

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

Employees who work on any of the following days will be paid time and one half for hours worked on those days:

Easter Day
Thanksgiving Day
December 25th

Employees who work overtime on any of the above three enumerated holidays will be paid at double time for hours worked on those days.

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, will be allowed as provided in this Section and not otherwise. Absence from duty for such reasons, if duly granted by the department head, will be considered and known as "sick leave". The department head will grant sick leave in one-hour increments, upon request.

A. An employee will 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 will not be granted sick leave for that month. The maximum accumulation of sick leave will be 216 days. At the time of retirement, employees who have accumulated more than 165 days of sick leave will receive a credit $50 per day for each day from day 166 to day 216 (50 days), which credit will be used as an offset to an employee's contribution to retiree health insurance, if any. Example: An employee has 216 days of accumulated sick leave at the time of retirement – the employee would receive a $2,500 credit toward their initial retiree health insurance contribution(s).

B. It will 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 will 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 applied as additional service credit as permitted by applicable provisions of the Retirement and Social Security Law.

E. An employee isolated or quarantined by a physician or health officer's order because of exposure to a communicable disease will 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 cumulative. The use of sick leave for family illness will only be allowed when it is necessary for the employee to physically care for the ill family member and no other immediate family member is available to provide such care.

H. An employee will 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 will be calculated from December 1 of the preceding year, to November 30 of the bonus year.

Payment will 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 will 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. Upon the death of a child, husband, wife, step-parents, domestic partner, parent or a sibling, the County employee involved shall be entitled to five (5) working days with pay.

For this clause, the term "child" includes the employee's natural child, step-child or any other child who has resided with the employee and for whom the employee has been the primary care provider, both financially and emotionally for such child.

For this clause, the term "domestic partner" includes a person:

- in a committed relationship with the employee;
- over 18 years of age;
- not married to the employee or another person;
- has shared combined residence for at least one year with the employee;
- who is financially interdependent with the employee.

The employee must be able to provide documentation of their financial interdependence which is acceptable to the Personnel Officer.

Section 2: Upon the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or step-relations, any County employee shall be entitled to three (3) working days with pay.

Section 3: Leaves for family deaths not covered by sub-section 1 or 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 Union in writing of its plans as soon as possible. Upon notification to the Union of such impending plans, a meeting will 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 will 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 will not be considered to interrupt service, as a result, an employee who resigns/retires and is rehired within one year will 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 will be considered a new hire.

ARTICLE 17: MILITARY LEAVE and LEAVES OF ABSENCE

Section 1: Military leave will be granted as provided by Sections 242 and 243 of the Military Law. An employee will 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, will share in the cost of the health insurance as follows:

A. If the employee is on Family/Medical Leave, the employee will contribute the amount required under Article 10, Section B for the first twelve weeks of leave. After the first twelve weeks, the employee will 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 will 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 B.

ARTICLE 19: GRIEVANCE PROCEDURE

The County and the Union 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.

STEP 1: The Union representativemay discuss the grievance of the employee withthe Captain. Any grievance not filed or discussed within forty-five (45) calendar days from the date of the incident being grieved, will be unenforceable, and will 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 seven (7) calendar days, it will thereafter be submitted in the form of a written

statement by the Union representative to the Sheriff. The written statement will also be signed by the employee involved where practicable and feasible.

STEP 3: If the grievance is not settled at Step 2 to the satisfaction of the employee within seven (7) calendar days, the Union may submit an appeal on the agenda to the County. A meeting between three (3) representatives of the Union and three (3) representatives of the County will be arranged to discuss the grievance or grievances, appearing on the agenda, within seven (7) calendar days from the date the agenda is received by the County. If a decision is not presented in writing to the Union as a result of this meeting within thirty (30) calendar 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 Union, no later than forty-five (45) calendar days after the decision under Step 3, may request arbitration through the Public Employment Relations Board (PERB). An arbitrator will be chosen jointly from a list of arbitrators supplied by the PERB. The fees and expenses of PERB and the arbitrator, if any, will be divided equally by the parties. The decision of the Arbitrator will be final and binding on all parties and will be issued no later than sixty (60) calendar days after the date on which the Arbitrator declares the record closed.

No Arbitrator functioning under this Step of the simplified grievance procedure will have any power to amend, modify or delete any provisions of this Agreement or to circumvent the intent thereof. The parties may extend the time periods of this grievance procedure by mutual agreement.

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 will be required to take a polygraph test, stress test or other lie detector test, and the refusal to take such a test will not be grounds for disciplinary action.

No member of the Tioga County Sheriff's Department will refuse to submit to drug or alcohol testing while on duty when requested to do so. The Sheriff will 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 will be supplied with all equipment necessary to properly perform the duties of their positions. Said equipment will be supplied at the expense of the County and will be properly maintained and serviced by the County so as to remain in safe working condition. The employee will be responsible for the cleaning of issues uniforms, however the County will continue to pay for maintenance of the uniforms.

The provisions of this Article will 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 will be filed in writing to the employee's shift supervisor at the end of the employee's shift. Reimbursement will 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 will recommend and authorize such purchases.

ARTICLE 22: LABOR/ MANAGEMENT COMMITTEE

There will be established a Labor Management Committee whose purpose will be to discuss subjects of mutual concern to the County and the Union, including concerns as to safety, and seek solutions to problems, both immediate and future. The Committee will consist of three (3) representatives of the County and the Union. The County representatives will be the Sheriff, the Personnel Officer and one member of the County Legislature to be designated by the Chair of the County Legislature. The Association may choose, at their discretion, to have one advisor from outside the Tioga County government payroll to be included as one of their three Association representatives.

ARTICLE 23: JOB ORIENTED TRAINING

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

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

ARTICLE 24: PROTECTION AGAINST LIABILITY ACTIONS

The County will 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 will 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, will be mandated to have psychological counseling. That portion of the counseling fee that is not covered by the employee's insurance will be paid in full by the County. The choice of the qualified individual who will conduct the psychological counseling will 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, will continue in full force and effect during the term of this Agreement.

ARTICLE 27: TERM

This Agreement will be in effect for a period of (4) years, commencing January 1, 2026, and ending December 31, 2029. Both parties agree to open negotiations on a successor Agreement, no later than April 1, 2029.

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, WILL NOT BECOME EFFECTIVE UNTIL THE COUNTY LEGISLATURE HAS GIVEN ITS APPROVAL.

ARTICLE 29: POSTING OF CERTAIN ASSIGNMENT OPPORTUNITIES

The Sheriff or designee will conspicuously post assignment opportunities for Correction Officers to the following job assignments:

- Training Sergeant
- Alternative to Incarceration and Quartermaster
- Classification Officer (2)
- Recreational Yard Officer
- Transport Officer
- Intake Sergeant

It is understood that the Sheriff has the right to discontinue a job assignment at any time or to create new job assignments as they may be needed. The purpose of this Article is to afford interested Correction Officers and/or Sergeants as appropriate, the opportunity to indicate their interest for being considered for assignment to the open position.

Vacancies in these assignments will be posted on the Sheriff's office bulletin board for a period of at least ten (10) consecutive calendar days. Interested personnel who have completed at least one (1) year of continuous service will have the opportunity to be considered for the posted vacancy(s) if they indicate their interest in the assignment by submitting a memo to the Sheriff or the Sheriff's designee within the posting period. All members who submit a timely application will be considered for assignment to the position. The Sheriff or his designee will make a good faith effort to choose an individual who has submitted a timely application, however, the ultimate determination will be made in the best interests of the facility as determined by the Sheriff. The decision of the Sheriff or designee shall be final and non-reviewable.

The Sheriff or designee will have the right to temporarily fill all vacancies pending compliance with the provisions of this Article.

ARTICLE 30: SENIORITY RIGHTS FOR SHIFT ASSIGNMENT

It is understood that shift assignments within the Correction facility are based upon the need for 24/7 coverage. Shift assignments will be made every four months beginning on January 1st of each year. Postings for shift assignments will be made on or about sixty (60) days prior to the assignment period. For example, posting for the shift assignment period beginning January 1st will be made on or about November 1st, posting for the shift assignment period beginning May 1st will be made on or about March 1st and posting for the shift assignment period beginning September 1st will be made on or about July 1st. Shift assignments will be bid beginning with the most senior officer by title and continue until the least senior officer by title is reached. Seniority will commence on the original date of full-time employment provided that the employee has been continuously employed by the employer since his or her original date of full-time employment. The employer will establish a list indicating the starting date of all full-time employees of the correctional institution in the order in which the employee entered his or her last employment on a continuous full-time basis. In the event that one or more employees have the same seniority date, the tie will be broken based first on the highest score on the examination which led to the appointments, then the first digit of the Social Security Number and continuing with the remaining digits of the Social Security Number until the tie is broken. For Sergeant assignments pursuant to this paragraph, the employer will establish and use a seniority list based upon the length of time an employee has been in the title of Sergeant.

The parties recognize the need to accommodate gender based issues relative to the inmate population and recognize that the Sheriff will make final assignments consistent with gender based needs.

ARTICLE 31: UNIFORM EQUIPMENT

Upon being hired as a full-time Correction Officer, the employee will be supplied the following uniform:

- 4 Short Sleeve Shirts
- 4 long Sleeve Shirts
- 4 Pairs of Pants
- 1 Winter Coat
- 1 Name Tag
- Collar Brass

The Recreation Officer will also receive:

- 1 Hat (baseball cap/beanie)
- 1 Pair of Winter Gloves

The Transportation Officer will also receive:

- 1 Stetson
- 1 Duty Belt
- 2 Magazine Pouches
- 1 Set of Handcuffs with Case
- 1 ASP Baton with Holder
- 1 Glock 22 with Holster
- 4 Belt Keepers
- 1 Can of O.C. Spray with Holder
- 1 Radio Holster
- 1 Ballistic Vest

ARTICLE 32: FOOTWEAR ALLOWANCE

A footwear allowance of $150.00 per year shall be paid to members of the bargaining unit for the purpose of purchasing agreed upon boot styles (agreement between the Sheriff and the bargaining unit President) for the purpose of purchasing and wearing approved footwear. Payment will occur in the month of December.

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

COUNTY OF TIOGA

By: _____
Tracy Monell
Chair, Tioga County Legislature

By: _____
Gary W. Howard
Tioga County Sheriff

NATIONAL CORRECTIONAL EMPLOYEES UNION, INC. (NCEU) AND ITS LOCAL CHAPTER THE TIOGA COUNTY CORRECTIONS ASSOCIATION, INC. (TCCA)

By: _____

By: _____

By: _____

By: _____
NCEU President

APPENDIX A

Step movement: Step movement shall occur in advance of the anniversary date of the individual in the payroll period nearest January 1 of each year.

Cooks and Corrections Officers:

		Start	2nd Year	3rd Year	4th Year	5th Year	10th Year	15th Year	20th Year
2026		$ 55,921	$ 57,568	$ 60,313	$ 63,057	$ 66,210	$ 68,210	$ 70,210	$ 72,210
2027	3.50%	$ 57,878	$ 59,583	$ 62,423	$ 65,264	$ 68,527	$ 70,597	$ 72,667	$ 74,737
2028	3.50%	$ 59,904	$ 61,668	$ 64,608	$ 67,549	$ 70,926	$ 73,068	$ 75,211	$ 77,353
2029	3.50%	$ 62,001	$ 63,826	$ 66,870	$ 69,913	$ 73,408	$ 75,626	$ 77,843	$ 80,061

Sergeant Differential: 10.00% above a Corrections Officer in the year they would have otherwise been entitled to had they been in the title of Corrections Officer, as referenced above.

		10th Year	15th Year	20th Year
2026	10.00%	$75,031	$77,231	$ 79,431
2027	10.00%	$77,657	$79,934	$ 82,211
2028	10.00%	$80,375	$82,732	$ 85,088
2029	10.00%	$83,188	$85,627	$ 88,067

Lieutenant Differential: 8.75% above a Sergeant in the year they would have otherwise been entitled to had they been in the title of Sergeant, as referenced above.

		10th Year	15th Year	20th Year
2026	8.75%	$81,596	$83,989	$86,381
2027	8.75%	$84,452	$86,928	$89,405
2028	8.75%	$87,408	$89,971	$92,534
2029	8.75%	$90,467	$93,120	$95,772

APPENDIX A-1

Longevity Schedule - Each employee shall be paid longevity pursuant to the following schedule:

Anniversary Date	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Start 6th Year	$600.00	$600.00	$600.00	$600.00
Start 7th Year	$700.00	$700.00	$700.00	$700.00
Start 8th Year	$800.00	$800.00	$800.00	$800.00
Start 9th Year	$900.00	$900.00	$900.00	$900.00
Start 10th Year	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Start 11th Year	$1,100.00	$1,100.00	$1,100.00	$1,100.00
Start 12th Year	$1,200.00	$1,200.00	$1,200.00	$1,200.00
Start 13th Year	$1,300.00	$1,300.00	$1,300.00	$1,300.00
Start 14th Year	$1,400.00	$1,400.00	$1,400.00	$1,400.00
Start 15th Year	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Start 16th Year	$1,600.00	$1,600.00	$1,600.00	$1,600.00
Start 17th Year	$1,700.00	$1,700.00	$1,700.00	$1,700.00
Start 18th Year	$1,800.00	$1,800.00	$1,800.00	$1,800.00
Start 19th Year	$1,900.00	$1,900.00	$1,900.00	$1,900.00
Start 20th Year	$2,000.00	$2,000.00	$2,000.00	$2,000.00
And above:	$2,100.00	$2,100.00	$2,100.00	$2,100.00

The above amounts are not cumulative and shall be paid in equal amounts starting on the pay period of the employee's anniversary date and will be included in the calculation of the employee's overtime rate of pay

APPENDIX B

TIOGA COUNTY – SECTION 207-C PROCEDURES

SECTION 1: APPLICABILITY

Section 207-C of the General Municipal Law provides that any Corrections Officer of the Sheriff's Department

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

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

SECTION 2: DEFINITIONS

a) County – The County of Tioga

b) Sheriff – Sheriff of Tioga County, or his designee

c) Claimant – Any sworn Corrections Officer or of the County of Tioga who is injured in the performance of law enforcement who is taken sick as a result of the performance of law enforcement duties.

d) Personnel Officer - The individual designated by the County of Tioga who is charged with the responsibility of administering the procedures herein.

e) TCCA- Tioga County Corrections Association

f) Section 207-C Benefits – The regular salary or wages and medical treatment and hospital care payable to an eligible claimant under Section 207-C. Section 207-C Benefits shall not include payment of benefits as set forth in Article 6 Sections 5 – 9B, and Articles 12, 13, 14, 15, 16, 18, and 24 of the collective bargaining agreement. Health insurance benefits under this agreement shall remain in effect.

g) Incapacitated – Shall be defined as medically or logistically unable to file on their own behalf.

SECTION 3: APPLICATION FOR BENEFITS

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

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

2. The Incident Report shall include the following information:

a) the time, date and place of the incident;

b) a detailed statement of the facts surrounding the incident;

c) the nature and extent of the claimant's injury or illness; and

d) the names of any possible witnesses to the incident.

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

a) the time, date and place where the injury or illness producing incident occurred;

b) a detailed statement of the particulars of the incident;

c) the nature and extent of the claimant's injury or illness;

d) the claimant's mailing address

e) the names of any potential witnesses, and

f) the name and address of all of claimant's treating physicians.

g) A script from the treating physician which includes:
- Date of next appointment
- Expected date of return to work
- Original signature of treating physician

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

5. Failure to file an application within 14 days of an incident shall result in the incident being processed as a Worker's Compensation claim only, and will be reviewed for benefits under the Worker's Compensation law.

SECTION 4: AUTHORITY AND DUTIES OF PERSONNEL OFFICER

1. The Personnel Officer shall have the sole and exclusive authority to determine whether a claimant is entitled to Section 207-C benefits. In making the determination, the Personnel Officer shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Personnel Officer shall have the authority to:

a) employ experts and specialists to assist in the rendering of the determination of eligibility;

b) require the production of any book, document or other record that pertains to the application or injury;

c) require the claimant to submit to one or more medical examinations;

d) require the claimant to sign forms for the release of medical information that bears upon the application;

e) require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; and

f) do all that is necessary or advisable in the processing of said application

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

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

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

SECTION 5: TIME OFF PENDING INITIAL DETERMINATION

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

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

SECTION 6: MEDICAL TREATMENT

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

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

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

4. Payment for Medical and Related Services – A claimant approved to receive Section 207C benefits must notify the Personnel Officer of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

5. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Personnel Officer for the particular items billed, stating thereon

that the items supplied were implied as a consequence of the injury or illness upon which claim for Section 207-C benefits is based.

SECTION 7: ADMINISTRATIVE DUTY ASSIGNMENTS

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

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

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

SECTION 8: CHANGES IN CONDITION OF RECIPIENT

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

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

SECTION 9: RIGHT OF REVIEW AND EXAMINATION

1. The Personnel Officer shall have the right to review the eligibility of every Section 207-C recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

a) requiring recipients to undergo medical diagnosis by physician or physicians chosen by the Personnel Officer;

b) requiring recipients to apprise the Personnel Officer of their current condition; and

c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

SECTION 10: TERMINATION OF BENEFITS

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

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

SECTION 11: HEARING PROCEDURES

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

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

SECTION 12: COORDINATION WITH WORKER'S COMPENSATION BENEFITS

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

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

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

SECTION 14: MISCELLANEOUS

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

TIOGA COUNTY SHERIFF'S DEPARTMENT

General Municipal Law Section 207-C

APPLICATION

1. _____
   Name of Officer

2. _____
   Address

3. _____ 4. _____
   Telephone Number **Age**

5. _____
   Name of Supervisor

6. _____
   Current Job Title

7. _____
   Occupation at Time of Injury/Illness

8. _____
   Length of Employment

9. _____ 10._____ 11. _____
   Date of Incident **Day of Week** **Time**

12. **Name of Witness(es)**
    a._____
    b._____
    c._____

13. **Names of Co-employees at the Incident Site**
    a._____
    b._____
    c._____

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

15. Where did the incident occur? Specify. _____
_____

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

17. When was the incident first reported?_____

To whom? _____ Time_____

Witness (if any) _____

18. Was first aid or medical treatment authorized?_____

By Whom? _____ Time_____

19. Name and address of attending physician _____
_____
_____

20. Name of hospital_____

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

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

_____ _____
Date of Report Signature of Officer

MEDICAL RELEASE

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

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

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

Dated: _____, 20____ **Signed: _____**

STATE OF NEW YORK

COUNTY OF

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

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

_____
Notary Public

Expiration Date: _____

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

To: The Comptroller of the State of New York

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

_____ _____
Name of Injured Employee **Registration Number**

_____
Address

Description of injury_____

_____

_____

Medical care required _____

_____

_____

Remarks_____

_____

_____

_____
Signature of employee

_____
Witness of injury

_____
Date

30

TIOGA COUNTY SHERIFF'S DEPARTMENT

INCIDENT REPORT

(To be completed by the Employee)

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

NAME: **DEPARTMENT:**

DATE OF INCIDENT: **TIME OF INCIDENT:** **AM/PM**

DATE STOPPED WORK:

LOCATION OF INCIDENT:

ON COUNTY PROPERTY? _____ YES _____ NO

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

WAS ANY EQUIPMENT IN OPERATION AT TIME OF THE INCIDENT?

DESCRIBE THE NATURE OF ANY RESULTING INJURY:

PLEASE LIST ANY WITNESSES AND THEIR ASSOCIATION WITH THE INCIDENT:

WAS MEDICAL TREATMENT SOUGHT? **_____ YES _____NO**

IF YES, WHERE AND WHEN?

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

EMPLOYEE SIGNATURE: _____

DATE: _____

PLEASE RETURN TO:

PERSONNEL OFFICER
SHERIFF