Contract Database Metadata Elements

Title: Tioga County and Tioga County Corrections Association (2010)

Employer Name: Tioga County

Union: Tioga County Corrections Association

Effective Date: 01/01/10

Expiration Date: 12/31/12

PERB ID Number: 8907

Unit Size: 44

Number of Pages: 32

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AGREEMENT

This Agreement is effective January 1, 2010 by and between the COUNTY OF TIOGA, State of New York, hereinafter called the "County", and the TIOGA COUNTY CORRECTIONS ASSOCIATION, hereinafter referred to as TCCA.

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

ARTICLE 1: PURPOSE AND INTENT

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

ARTICLE 2: LAW GOVERNING

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

If any provision of the Agreement is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed or enforced, except to the extent permitted by law. Upon the finalization of any such decision, the parties agree to immediately commence negotiations solely for a substitute to the invalidated article, section or portion thereof.

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

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

ARTICLE 3: RECOGNITION

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

**ARTICLE 4: RIGHTS AND DUTIES OF TCCA**

Section 1: The County will deduct from the wages of employees represented by the TCCA, from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the County in accordance with the Article will be remitted as set forth in Article 4, Section 3.

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

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

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

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

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

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

Section 6:  
A. The County recognizes the right of the employees to designate two (2) representatives of the TCCA to represent them in matters arising under this Agreement, such as salaries, wages, working conditions, disputes and grievances. Any of such representatives may make a reasonable number of visits to employees during working hours for the purpose of discussing such matters, and any of said representatives or a designee thereof may also appear before the chair of the appropriate committee of the Legislature, or the County
Legislature itself, when occasion may reasonably require such an appearance, provided that such discussions do not interfere with the performance of duties and coordination is obtained with the Sheriff or his designee.

B. The officers and agents of the TCCA shall have the right to visit the County’s premises and facilities at reasonable times and on reasonable occasions for the purpose of investigating and processing grievances, and discussing the administration of the terms and conditions of this Agreement without loss of time or pay; provided however, that such employees must notify their immediate supervisor and secure permission prior to leaving their work assignments. Such permission shall not be unreasonably withheld.

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

Section 8:
A. The President of the TCCA and three (3) other employees to be designated by the President in writing to the Sheriff, shall be allowed release time with pay to participate in negotiations with the County. If a designated member of the negotiating team is unable to attend negotiations, the County is not required to release on duty any substitute employees for the purpose of attending negotiations.
B. Any employee desiring release time pursuant to this section shall notify his/her superior officer in advance of the date of such negotiations. Such employee shall be released from his/her regular tour of duty for the time period scheduled for the negotiations plus one hour before and one hour after said negotiating session. If negotiations are held on the employee’s regular day off, there shall be no compensation pursuant to paragraph (A) of this section.

ARTICLE 5: NO STRIKE PLEDGE

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

ARTICLE 6: SALARIES AND WAGES

Section 1: Full-time employees shall be defined as those persons who ordinarily work one-half or more of the normal workweek for the type of position held.
Section 2:

A. Corrections Officer Salary Schedule: All full-time Corrections employees hired prior to 1/1/2010 shall receive an annual salary in 2010-2012 based upon the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>Corr Off &amp; Cook:</th>
<th>Corr Sgt:</th>
<th>Corr Lt:</th>
</tr>
</thead>
<tbody>
<tr>
<td>At hire:</td>
<td>$28,191</td>
<td>$32,191</td>
<td>$36,191</td>
</tr>
<tr>
<td>After one year</td>
<td>$29,191</td>
<td>$33,191</td>
<td>$37,191</td>
</tr>
<tr>
<td>(Step 1):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After two years</td>
<td>$30,691</td>
<td>$34,691</td>
<td>$38,691</td>
</tr>
<tr>
<td>(Step 2):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After three years</td>
<td>$32,191</td>
<td>$36,191</td>
<td>$40,191</td>
</tr>
<tr>
<td>(Step 3):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After four years</td>
<td>$33,691</td>
<td>$37,691</td>
<td>$41,691</td>
</tr>
<tr>
<td>(Step 4):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After five years</td>
<td>$35,191</td>
<td>$39,191</td>
<td>$43,191</td>
</tr>
<tr>
<td>(Step 5):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After seven years</td>
<td>$41,112</td>
<td>$45,112</td>
<td>$49,112</td>
</tr>
<tr>
<td>(Step 6):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After ten years</td>
<td>$46,032</td>
<td>$50,032</td>
<td>$54,032</td>
</tr>
<tr>
<td>(Step 7):</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Employees hired prior to 1/1/2010 who complete 6, 8, 9 or 11 or more years of service in 2010 shall receive a 2% increase; who complete 6, 8, 9 or 11 or more years of service in 2011 shall receive a 3% increase, and who complete 6, 8, 9 or 11 or more years of service in 2012 shall receive a 3.5% increase.

Salary adjustments for ALL employees shall be made January 1 of each year.

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

B. Employees hired on or after 1/1/2010 shall be hired at a Hire Rate in accordance with the following chart, and shall receive the Job Rate upon completion of 3 years of service:

<table>
<thead>
<tr>
<th></th>
<th>2010:</th>
<th>2011:</th>
<th>2012:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire Rate</td>
<td>$28,191</td>
<td>$29,037</td>
<td>$29,908</td>
</tr>
<tr>
<td>Job Rate</td>
<td>33,191</td>
<td>34,037</td>
<td>34,908</td>
</tr>
</tbody>
</table>

Employees hired on or after 1/1/2010 promoted to Corrections Sergeant or Corrections Lieutenant shall be paid in accordance with the following chart:
Section 3: Salaries and wages of all persons covered by this Agreement shall be paid every two weeks; with payday falling on the Thursday following the two-week period ending on the preceding Friday. All checks in payment of said salaries and wages shall contain or have attached thereto a complete statement of all deductions for income taxes withheld, social security taxes withheld and any other authorized or required deductions.

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

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

**CORRECTIONS OFFICER, CORRECTIONS SERGEANT, CORRECTIONS LIEUTENANT, COOK**

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

Section 4B: Any individual who works beyond 171 hours in a 28 consecutive day work period shall be entitled to overtime computed at the premium rate of one and one half times in relation to those hours in excess of 171. The employee shall have the option of taking overtime either as compensatory time or cash. An employee who has accumulated compensatory time may take such compensatory time within reasonable units of time so long as taking such time off does not unduly disrupt the activities of the department.

An employee who has accumulated compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:

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

2. The final regular rate received by the employee, whichever is higher.

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

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

Section 4D: As of midnight December 19, 2009, calculation of overtime shall be based
upon hours worked over 40 in a workweek and/or over 8 hours in a workday,
not Section 207(K) of the Fair Labor Standards Act. Employees working over
40 hours in any given workweek and/or 8 hours in any given workday shall be
entitled to time-and-a-half for all hours worked over 40 in a workweek and/or
8 in a workday. The employee may choose the form of compensation for
overtime worked, either in the form of pay or in the form of compensatory
time. In computing the hours worked, time taken as vacation, sick,
compensatory, holiday and personal time shall be counted as time worked.

Section 5: In the event that an employee is called in to work on a day other than his
normal work day or at a time other than his normal working shift for that day,
such employee shall be paid a minimum of four hours of straight time or his
regular rate, whichever is greater. Call-in is hereby defined as an employee
being appeared or assigned to trials, to testify at motor vehicle hearings or
an emergency as deemed by the department head or his designee, at times
other than their regular and duty schedule and shall be paid a minimum of four
(4) hours pay at straight time rate or regular straight time rate, whichever is
greater.

Section 6: Effective July 7, 2007, those employees working a shift other than the normal
day shift will no longer receive a shift differential.

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

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

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

Section 10: The Sergeant who has been designated as “Chief Jailer” by the Sheriff shall
receive an additional stipend of two thousand dollars ($2000) per annum. The
stipend shall be in addition to the current step the Sergeant is at, and shall
terminate if the designation of “Chief Jailer” is removed by the Sheriff and
assigned to another. The designation of “Chief Jailer” shall remain within the
sole discretion of the Sheriff.
ARTICLE 7: BASIC WORKWEEK

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

ARTICLE 8: RETIREMENT

The County shall provide coverage for all employees covered by this Agreement prior to July 1, 1976 under the New York State Employees Retirement System Sections 75-b; 75-c; 75-e, 75-l and 89-1. The cost of such coverage shall be borne in its entirety by the County. Employees hired after July 1, 1976 will be subject to the provisions of the 1976 Pension Reform Act.

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

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

ARTICLE 9: HEALTH INSURANCE

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

B. For employees hired prior to January 1, 2007*, the County shall continue to pay the entire cost of participation in the Excellus Blue Cross/Blue Shield Region-wide Indemnity Plan, except:

   a. Effective with the first paycheck in 2010, each employee subscribing to an Individual Indemnity Plan shall pay the following amounts per pay period toward the cost of health insurance:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>40.00</td>
</tr>
<tr>
<td>2011</td>
<td>45.00</td>
</tr>
<tr>
<td>2012</td>
<td>50.00</td>
</tr>
</tbody>
</table>
b. Effective with the first paycheck in 2010, each employee subscribing to a Family Indemnity Plan shall pay the following amounts per pay period towards the cost of health insurance:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>70.00</td>
</tr>
<tr>
<td>2011</td>
<td>80.00</td>
</tr>
<tr>
<td>2012</td>
<td>90.00</td>
</tr>
</tbody>
</table>

c. Employees enrolled in the Indemnity Plans will have annual deductibles of $50 for Individual or $150 for Family.

d. Employees hired on or after January 1, 2007* shall only be permitted to enroll in the Excellus Blue Cross/Blue Shield PPO Option H-Split plan with $15 co-pay for most services unless announced otherwise within the PPO Plan description.

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Individual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>15.00</td>
<td>35.00</td>
</tr>
<tr>
<td>2011</td>
<td>15.00</td>
<td>35.00</td>
</tr>
<tr>
<td>2012</td>
<td>20.00</td>
<td>40.00</td>
</tr>
</tbody>
</table>

e. Employees hired prior to January 1, 2007* shall have the option to enroll in the PPO Option H-Split plan with $15 co-pay pay for most services unless announced otherwise within the PPO Plan description. This option is available as of January 1, 2007. The per pay period employee contributions shall be as indicated in “d” above.

f. Employees hired prior to January 1, 2007* shall have the opportunity to select which Health Plan they wish to participate in the month of November of even years.

* Effective January 1, 2010, those employees hired prior to January 1, 2007 who have elected the PPO plan may NOT elect to return to Indemnity coverage.

* Employees hired December 1 - 31, 2006 shall have the same options as those hired on or after January 1, 2007, in accordance with the Memorandum of Agreement signed October 16, 2006.

g. All employees enrolled in the PPO plan as of January 1, 2010 shall receive a one-time lump sum payment (subject to payroll taxes) of $250.
C. The employer shall pay the entire cost of the prescription drug rider to the current health insurance plan, except for the "co-pay" portion, which shall be paid by the employee as follows:

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

D. All employee health insurance contributions shall be processed through an IRS 125K Plan on a mandatory basis. Employees will have the option of withdrawing from participation in the IRS 125K Plan provided such withdrawal is in writing.

E. Effective January 1, 2001 or as soon thereafter as the plan can be implemented, the employees shall have the option of participating in an expanded IRS 125K Plan for qualifying out of pocket medical and dependent care expenses. The County shall pay for the premiums. In the event an employee has "overspent" his/her medical account upon separation from County service, compensation earned for vacation time may be applied by the employee to the extent available, up to the amount due the County.

**ARTICLE 10: LIFE INSURANCE**

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

In the event of death in service, the unused portion of leave time (personal, vacation and compensatory time, as defined in §5B of this Agreement, but not sick) standing to credit at the time, shall be made in cash payment to the surviving spouse or to the estate of the deceased employee within thirty (30) days of such employee's death.

**ARTICLE 11: PERSONAL LEAVE**

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

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

<table>
<thead>
<tr>
<th>Date of Hire:</th>
<th>Personal Leave:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 - March 31</td>
<td>4 Days</td>
</tr>
<tr>
<td>April 1 - June 30</td>
<td>3</td>
</tr>
<tr>
<td>July 1 - September 30</td>
<td>2</td>
</tr>
</tbody>
</table>
ARTICLE 12: VACATION

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

1. Service of more than one year but less than six years, 10 days vacation.
2. Service of more than six years but less than thirteen years, 15 days vacation.
3. Service of more than thirteen years, 20 days vacation.

* Those employees who reached their 13th or 14th anniversary in 2006 will be entitled to have 5 days of vacation added to their vacation balance as of January 1, 2007.

Employees shall be allowed to accumulate one week of vacation per year that vacation is earned, not to exceed 20 days accumulative. Except for such privilege, no additional vacation shall be carried over from one year to another unless the pressure of work makes it impossible for the Sheriff to grant full vacation during such year, in which case the vacation period for such year or any unused portion thereof may be added to the vacation to which the employee is entitled during the following year, provided the Sheriff so notifies the County Treasurer's Office in writing.

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

ARTICLE 13: HOLIDAYS

Employees covered by this Agreement who work a 5-2 schedule shall be entitled to the following thirteen (13) holidays:

1. New Year's Day
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 shall be entitled to 13 paid holidays per calendar year in lieu of the holidays listed above.
ARTICLE 14: SICK LEAVE

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

A. An employee shall be granted sick leave with pay for one working day for each month in which no leave of absence in excess of five working days, or no unauthorized leave is taken. An employee commencing work after the fifteenth day of any month shall not be granted sick leave for that month. The maximum accumulation of sick leave shall be fourteen hundred (1400) hours.

B. It shall be the duty of the employee to notify his department head of his illness within one hour of the beginning of his first day of absence.

C. Where an employee, because of sickness or disability, is required to remain away from his employment beyond his sick leave allowance, the department head, in his judgment, may petition the Legislature that additional sick leave with pay be advanced chargeable against future accumulation of sick leave. If after the lapse of sixty (60) days, the department head shall have failed to so petition the Legislature, any interested party may so petition.

D. Upon retirement, an employee's accumulated unused sick leave may be counted as additional service credit.

E. An employee isolated or quarantined by a physician or health officer's order because of exposure to a communicable disease shall be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave.

F. The department head may require a physician's certificate for any sick leave of more than one working day, for each illness, and may require an examination by a physician of his choice or other evidence that the illness is bonafide.

G. Sick leave may be allowed for illness in the immediate family, as defined in Article 15, Section 1. Such allowance will be limited to four days per annum of 12 days sick leave normally earned, but shall not be accumulative. The use of sick leave for family illness will only be allowed when it is necessary for the employee to care for the ill family member.

H. An employee shall receive a bonus based on the amount of sick days used each calendar year as set forth on the schedule below:
### Amount of Sick Days Taken Bonus

<table>
<thead>
<tr>
<th>Days Taken</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$500</td>
</tr>
<tr>
<td>1</td>
<td>400</td>
</tr>
<tr>
<td>2</td>
<td>300</td>
</tr>
<tr>
<td>3</td>
<td>200</td>
</tr>
<tr>
<td>4</td>
<td>100</td>
</tr>
</tbody>
</table>

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

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

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

### ARTICLE 15: BEREAVEMENT LEAVE

**Section 1:** On the death of a child, husband, wife, sister, brother, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-child, step-parent, or grandparent, any County employee shall be entitled to three working days absence with pay.

**Section 2:** One-day bereavement leave will be allowed to attend the funeral and/or burial of a sister-in-law, brother-in-law or grandparent of an employee's spouse. The maximum days will remain the same.

**Section 3:** Leaves for family deaths not covered by Sections 1 and 2 above may be granted and deducted from accumulated sick leave, subject to all other provisions for the granting and use of sick leave.

### ARTICLE 16: JOB SECURITY AND SENIORITY

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

**Section 2:** Lay-off and re-call, job abolishment or reduction in forces.

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

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

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

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

<table>
<thead>
<tr>
<th>Date of Hire</th>
<th>January 1, 1990</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resignation Date</td>
<td>March 1, 1999</td>
</tr>
<tr>
<td>Rehire Date</td>
<td>June 1, 1999</td>
</tr>
<tr>
<td>Anniversary Date Becomes</td>
<td>April 1, 1990</td>
</tr>
</tbody>
</table>

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

ARTICLE 17: MILITARY LEAVE and LEAVES OF ABSENCE

Section 1: Military leave shall be granted as provided by Sections 242 and 243 of the Military Law. An employee shall be paid for any and all periods of absence while engaged in the performance of ordered military duty, and while going to or returning from such duty, not exceeding a total of thirty days in any one calendar year and not exceeding thirty days in any one continuous period of such absence.

Section 2: An employee who has taken an unpaid leave of absence, whether for medical reasons or not, shall share in the cost of the health insurance as follows:
A. If the employee is on Family/Medical Leave, the employee shall contribute the amount required under Article 10, Section B for the first twelve weeks of leave. After the first twelve weeks, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (family or individual).
B. If an employee is on leave for any other reason, the employee shall pay the full cost of the monthly premium for the health insurance option the employee is covered by (family or individual).
ARTICLE 18: GENERAL MUNICIPAL LAW, SECTION 207-C POLICY and PROCEDURES

Section 207-c of General Municipal Law provides Corrections Officers and Corrections Sergeants injured in the performance of correctional duties an opportunity to apply for continuation of his/her salary and benefits for the duration of said injury. The policy, procedures and forms to be used when applying for said benefit is attached hereto as APPENDIX A.

ARTICLE 19: GRIEVANCE PROCEDURE

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

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

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

STEP 1: The TCCA representative, with or without representation of the County, may discuss the grievance of the employee with his supervisor. Any grievance not filed or discussed within forty-five (45) days from the date of the incident being grieved, shall be unenforceable, and shall be considered waived by all parties to this Agreement.

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

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

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

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

**ARTICLE 20: DISCIPLINE**

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

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

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

**ARTICLE 21: EQUIPMENT AND SAFETY**

Employees covered by this Agreement shall be supplied with all equipment necessary to properly perform the duties of their positions. Said equipment shall be supplied at the expense of the County and shall be properly maintained and serviced by the County so as to remain in safe working condition. Effective January 1, 2007, the employee shall be responsible for the cleaning of issues uniforms, however the County shall continue to pay for maintenance of the uniforms.

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

The County will reimburse employees covered by this Agreement for the following personal property damaged or destroyed in the line of duty: personal clothing, eyeglasses, watches, false teeth and personally-owned equipment required for job performance that is not provided by the County. Claims for such reimbursement shall be filed in writing to the employee's shift supervisor at the end of the employee's shift. Reimbursement shall be made by the County within 30 days of the incident resulting in damage or destruction of the personal property.
The County agrees to purchase and provide materials, films and/or slides to be used as training guides and devices for employees covered by this Agreement in order to upgrade and improve the quality of work and job performance.

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

**ARTICLE 22: LABOR/MANAGEMENT COMMITTEE**

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

**ARTICLE 23: JOB ORIENTED TRAINING**

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

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

**ARTICLE 24: PROTECTION AGAINST LIABILITY ACTIONS**

The County shall save harmless and indemnify an employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such employee, providing that the employee, at the time the damages were sustained, was acting in the discharge of his duties, and within the general scope of his employment and that such damages did not result from willful and wrongful acts or gross negligence of such employee. Such employee must, however, within five (5) calendar days from the date he is served with any summons, process, notice, demand or pleading, deliver such documents or certified copies thereof, the Sheriff. It is understood that upon receipt of such document by the Sheriff, all matters pertaining to the representation of such employee shall be assumed by the County Attorney or his authorized representative.

**ARTICLE 25: EMPLOYEE STRESS COUNSELING**

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

**ARTICLE 26: MAINTENANCE OF BENEFITS**

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

**ARTICLE 27: TERM**

This Agreement shall be in effect for a period of three (3) years, commencing January 1, 2010, and ending December 31, 2012. Both parties agree to open negotiations on a successor Agreement, no later than April 1, 2012.

**ARTICLE 28: LEGISLATIVE APPROVAL**

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

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

TIOGA COUNTY - SECTION 207-C PROCEDURES

SECTION I: 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 7 Sections 5 - 9B, and Articles 12, 13, 14, 15, 16, 18, and 24 of the collective bargaining agreement. Health insurance benefits under this agreement shall remain in effect.
g) Incapacitated - Shall be defined as medically or logistically unable to file on their own behalf.

SECTION 3: APPLICATION FOR BENEFITS

1. Any claimant who is injured in the performance of law enforcement duties, or is taken sick as a result of the performance of law enforcement duties, shall file a written Incident Report with the Sheriff and the Personnel Officer within 5 calendar days of the injury or illness, or any claims arising therefrom shall be barred. If the employee is incapacitated by
his/her injury or illness, a family relative or his immediate supervisor may file application on behalf of said employee, an application for Section 207-C benefits may be entertained by the Personnel Officer, notwithstanding the failure to file the necessary incident report within the required 5 days.

2. The Incident Report shall include the following information:
   a) the time, date and place of the incident;
   b) a detailed statement of the facts surrounding the incident;
   c) the nature and extent of the claimant's injury or illness; and
   d) the names of any possible witnesses to the incident.

3. An application for Section 207-C benefits may be filed on behalf of a claimant within 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.
APPLICATION

1. Name of Officer

2. Address

3. Telephone Number

4. Age

5. Name of Supervisor

6. Current Job Title

7. Occupation at Time of Injury/Illness

8. Length of Employment

9. Date of Incident

10. Day of Week

11. 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

TIoga County Sheriff’s Department

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

NAME: DEPARTMENT:

DATE OF INCIDENT: TIME OF INCIDENT: AM/PM

DATE STOPPED WORK:

LOCATION OF INCIDENT:

ON COUNTY PROPERTY? YES NO

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

WAS ANY EQUIPMENT IN OPERATION AT TIME OF THE INCIDENT?

DESCRIBE THE NATURE OF ANY RESULTING INJURY:

PLEASE LIST ANY WITNESSES AND THEIR ASSOCIATION WITH THE INCIDENT:

WAS MEDICAL TREATMENT SOUGHT? YES NO

IF YES, WHERE AND WHEN?

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

IF YES, WHEN?
EMPLOYEE SIGNATURE: ____________________________
DATE: ______________

PLEASE RETURN TO:

PERSONNEL OFFICER
SHERIFF