

AGREEMENT

by and between the

COUNTY OF TIOGA

and

TIOGA COUNTY
CORRECTIONS ASSOCIATION,
INC.

January 1, 2013 – December 31, 2016

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AGREEMENT

This Agreement is effective January 1, 2013 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

discussions do not interfere with the performance of duties and coordination is obtained with the Sheriff or his designee.

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

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

Section 8:

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

ARTICLE 5: NO STRIKE PLEDGE

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

ARTICLE 6: SALARIES AND WAGES

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

No employee heretofore defined as a full-time employee because he worked more than the equivalent of two normal working days in each week shall be deprived of

2016:

	Corr Off & Cook:	Corr Sgt:	Corr Lt:
At hire	\$30,359	\$34,666	\$38,974
After 1 year	\$31,436	\$35,743	\$40,051
After 2 years	\$33,051	\$37,358	\$41,666
After 3 years	\$34,666	\$38,974	\$43,281
After 4 years	\$36,282	\$40,589	\$44,897
After 5 years	\$37,897	\$42,204	\$46,512
After 7 years	\$44,273	\$48,581	\$52,888
After 10 years	\$49,571	\$53,879	\$58,187

Employees hired prior to 1/1/2010 who complete 6, 8, 9 or 11 or more years of service in 2014 shall receive a 2.5% increase based on their prior year's salary; who complete 6, 8, 9 or 11 or more years of service in 2015 shall receive a 2.5% increase based on their prior year's salary, and who complete 6, 8, 9 or 11 or more years of service in 2016 shall receive a 2.5% increase based on their prior year's salary.

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:

	<u>2013:</u>	<u>2014:</u>	<u>2015:</u>	<u>2016:</u>
Hire Rate	\$29,908	\$30,656	\$31,4232	\$32,208
Job Rate	\$34,908	\$35,656	\$36,422	\$37,208

Employees hired on or after 1/1/2010 promoted to Corrections Sergeant or Corrections Lieutenant shall be paid in accordance with the following chart:

	<u>2013:</u>	<u>2014:</u>	<u>2015:</u>	<u>2016:</u>
Corrections Sergeant	\$38,908	\$39,656	\$40,422	\$41,208
Corrections Lieutenant	\$42,908	\$43,656	\$44,422	\$45,208

C. All employees employed in December of each year shall receive a lump sum payment NOT added to their base salary, in accordance with the following chart:

December 2014:	\$200
December 2015:	400
December 2016:	650

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

Section 8: 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.

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. Briefing time will be included in the employee's regular work day. The Sheriff and the Association may agree upon an alternate work schedule, provided that the schedule requires a basic work week of an average of forty (40) hours.

ARTICLE 8: RETIREMENT

The County shall provide coverage for all employees who have signed and executed any required elections of the New York State Employees' Retirement System Plan contained in Article 14, Article 15, 89-P and 603-L.

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. 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 Individual Classic Blue shall be:

<u>Year</u>	<u>Amount Per Pay Period*</u>
2013	\$50.00
2014	7% of total premium
2015	8% of total premium
2016	10% of total premium

2. Payroll contributions for those enrolled in Family Classic Blue shall be:

<u>Year</u>	<u>Amount Per Pay Period*</u>
2013	\$90.00
2014	7% of total premium
2015	8% of total premium
2016	10% of total premium

ARTICLE 11: PERSONAL LEAVE

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

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

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

ARTICLE 12: VACATION

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

1. Service of more than one year but less than six years, 10 days vacation.
2. Service of more than six years but less than 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 | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Election Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |

- 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 shall receive a bonus based on the amount of sick days used each calendar year as set forth on the schedule below:

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

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

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

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

ARTICLE 15: BEREAVEMENT LEAVE

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

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.

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.

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

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 (3) representatives of the County and the TCCA. The County representatives shall 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 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

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

COUNTY OF TIOGA

**TIOGA COUNTY
CORRECTIONS ASSOCIATION (TCCA)**

By: _____
Martha Sauerbrey
Chair, Tioga County Legislature

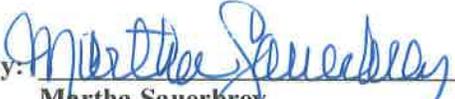
By: _____
Greg Rice
President, TCCA

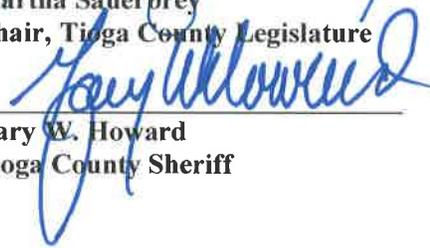
Gary W. Howard
Tioga County Sheriff

Nicholas D. Lawrie
Labor Relations Specialist

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

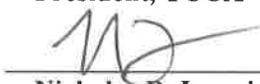
COUNTY OF TIOGA

By: 
Martha Sauerbrey
Chair, Tioga County Legislature

By: 
Gary W. Howard
Tioga County Sheriff

**TIOGA COUNTY
CORRECTIONS ASSOCIATION (TCCA)**

By: 
Greg Rice
President, TCCA

By: 
Nicholas D. Lawrie
Labor Relations Specialist

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

APPENDIX A

TIOGA COUNTY – SECTION 207-C PROCEDURES

SECTION I: APPLICABILITY

Section 207-C of the General Municipal Law provides that any 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 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

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

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

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.

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

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

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

EMPLOYEE SIGNATURE: _____

DATE: _____

PLEASE RETURN TO:

PERSONNEL OFFICER
SHERIFF