

RESOLUTION #156 - 03/10/21

AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF CLINTON AND SHERIFF OF CLINTON COUNTY AND THE CLINTON COUNTY DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION - SHERIFF'S DEPARTMENT

BY: Mr. Timmons

WHEREAS, the County of Clinton and the Sheriff of Clinton County and the Clinton County Deputy Sheriff's Police Benevolent Association (PBA) are parties to a Collective Bargaining Agreement (CBA) with effective dates of January 1, 2015 through December 31, 2019 and have been negotiating a Successor Agreement for the period of January 1, 2020 through December 31, 2024; and

WHEREAS, the PBA membership voted to ratify the terms of the Successor Agreement on March 10, 2021; and

WHEREAS, the Clinton County Negotiations Committee recommends adopting the terms of the Successor Agreement as set forth in the agreement attached hereto; now, therefore,

BE IT RESOLVED, the Clinton County Legislature does hereby authorize the Chairperson to execute a Successor Collective Bargaining Agreement between the County of Clinton and Sheriff of Clinton County and the Clinton County Deputy Sheriff's Police Benevolent Association covering the period of January 1, 2020 through December 31, 2024.

SECONDED BY: Mr. Castine  
ADOPTED

"Yes" 8  
"No" 0  
Absent 1 (Mr. Conroy)  
Vacancy - Area 9

STATE OF NEW YORK)  
COUNTY OF CLINTON) SS:  
LEGISLATIVE CHAMBERS)

I HEREBY CERTIFY, that the foregoing is a true copy of a resolution acted upon by the County Legislature in Regular Session on March 10, 2021.

A quorum being present, and a majority voting therefor.

(SEAL)

  
Michael E. Zurlo  
Clerk of the Legislature

**AGREEMENT**

**by and between the  
COUNTY OF CLINTON  
and the**

**SHERIFF OF CLINTON COUNTY  
and the**

**CLINTON COUNTY DEPUTY SHERIFFS'  
POLICE BENEVOLENT ASSOCIATION**

**January 1, 2020- December 31, 2024**

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AGREEMENT  
by and between the  
COUNTY OF CLINTON  
and the  
SHERIFF OF CLINTON COUNTY  
and the  
CLINTON COUNTY DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION

THIS AGREEMENT is effective January 1, 2020, through December 31, 2024, between the County of Clinton, New York, a municipal corporation existing under the laws of the State of New York, SHERIFF OF CLINTON COUNTY, party of the first part, hereinafter called the "Employer" and the CLINTON COUNTY DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION hereinafter called "PBA".

**ARTICLE 1**  
**PREAMBLE**

The Employer and PBA do hereby declare it to be their mutual policy that in order to promote harmonious labor relations between the Employer and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees Fair Employment Act and that no article or section in this Agreement is intended to be construed as in violation of any New York State Civil Service Law. Both parties to this Agreement furthermore affirm that public employment is to be regarded as a lifelong career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with Clinton County, the best personnel available. We furthermore affirm that each employee shall at all times be a dedicated, courteous and efficient representative of public employment realizing full well that he/she is under the constant scrutiny of the public at large and that he/she is performing an essential service private enterprise cannot undertake.

**ARTICLE 2**  
**RECOGNITION OF BARGAINING UNIT**

Section 1. The Employer recognizes the Clinton County Deputy Sheriffs' PBA as the exclusive representative for purposes of collective bargaining in the administration of grievances for the unit consisting of full and part-time Deputy Sheriffs, Deputy Sheriff Corporals, Deputy Sheriff Sergeants, Deputy Sheriff Lieutenants, Deputy Sheriff Detectives and Special Patrol Officers. All other employees are excluded.

Section 2. The Employer agrees that it shall deduct from the wages of the members of PBA and remit to PBA or its designated agent, the regular membership dues and other authorized deductions for those members of PBA who sign authorization permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the

member and shall be revocable only in accordance with the instructions contained in the written authorization. The County agrees to remit such amounts that are withheld to PBA or its designated agent once each month or in such manner as the Employer and PBA may otherwise agree. The Employer shall deduct from the salary of every non-member in this negotiating unit an agency fee deduction equal in amount to the dues established by PBA. Said agency fee and regular dues of union members shall be transmitted in a single check to PBA.

The Employer will provide PBA with a list of all employees within the bargaining unit once each fiscal year. The Employer will also provide the unit president with a list of new employees in the unit each payroll.

Section 3. PBA affirms that it does not assert the right to strike against the Employer or to assist, participate in or abet such a strike.

Section 4. When federal, state or local mandates cause revisions to policies and procedures, then any relevant item of this Agreement may be opened for impact negotiations in accordance with the Taylor Law rights of each party.

### **ARTICLE 3** **DEFINITION OF EMPLOYEES**

#### Section 1. Seniority

Seniority shall commence upon the date of first permanent appointment. Part-time permanent employees shall be included in a separate seniority roster which shall be subordinate to the seniority roster of full-time employees. The Sheriff agrees to abide by such seniority preference list in connection with layoffs from and return to work based upon the individual employee and his/her job classification in accordance with Clinton County Civil Service Rules and Regulations.

#### Section 2. Maintenance of Benefits

1. An employee, regardless of status, in a position which entitles the employee to accumulate benefits, accepts another position, whether in the same department or another department, shall be entitled to carry over and continue to use, his/her previously accumulated benefits as long as there is no break in service. After such change, the employee shall then accrue or be entitled to the benefits, if any, in the new category of employment as defined in this Article. This is not to be construed in any way to accord benefits to temporary or part-time employees.

2. An employee, in any category, who has accumulated benefits and is laid off by the Sheriff and who subsequently returns to service within one (1) years' time shall be entitled to restoration of benefits commencing from the point of layoff which were unused or not paid by the Employer at the time of layoff. Upon return to service, the employee shall then accumulate benefits, if any, in accordance with the terms of the position to which the employee was restored. No benefits shall accrue, apply or be credited for the period of time on layoff.

3. At the Sheriff's discretion, any employee who terminates his/her service with the Employer by resignation but returns to work for the Clinton County Sheriff's Office within one (1) year of resignation, shall be restored to the same level of benefits and pay as was the case before the resignation. No benefits shall be credited for the period of time not in County service.

4. A part-time employee is a person who is employed by the Department who works less than the established workweek for the Department. Such part-time employees do not receive any benefits of this Agreement, and are always paid at \$22.00/hour. The Department shall not employ any part-time officers unless there are at least twenty-one (21) full-time officers. Such part-time officers may be used to backfill for officers on leave, and for specific assignments on permanent, seasonal or temporary basis as needed.

#### **ARTICLE 4** **POSTING OF POSITIONS**

In the event a vacancy occurs which the Sheriff wishes to fill or a new position is created, said vacancy or position shall be posted within the Department for five (5) consecutive calendar days. The notice will list the qualifications and the salary for the position. Employees within the Department shall be given the opportunity to make first application. In filling the position, seniority shall be taken into consideration along with other qualifications of applicants. The final decision in all appointments is reserved to management within the parameters of Civil Service Law and County Rules for appointments.

#### **ARTICLE 5** **LEAVE TIME YEAR**

Effective January 1, 2020, the leave time year for which vacation allowance, time credits, and time deductions are calculated shall coincide with the payroll year. The payroll year is defined as the 26 (or 27) pay periods whose pay dates (check date) all occur within the same calendar year. The following calendars (2020 through 2024) highlight the last leave time period for which carryover vacation leave time and personal days must be used each year with a box marking the last day to use time (use or lose).



December-20						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December-21						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December-22						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December-23						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December-24						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**ARTICLE 6**  
**NORMAL WORKWEEK**

**Section 1. Workweek –**

(a) Every member shall receive 15 minutes of overtime for pre-shift briefing before each regular scheduled work day.

(b) If an employee is required to attend training on one of their regularly-scheduled days off, the employee may, with the approval of the Undersheriff, either receive a lieu day or be paid time and one-half (1-½) for the training day.

**Section 2.** Copies of Department work schedules will be developed annually. Seniority in title will be the factor considered by the Sheriff, or his designee, in scheduling tour assignments subject to the needs of the Department and the skills of the employees needed by the Department. Said schedule shall be posted monthly as a reminder to all employees by the Sheriff or Undersheriff subject to change depending on Department needs. This will enable employees to schedule their personal lives annually versus monthly (see Attachment #1 for clarification).

(a) Annual schedules for Deputy Sheriff's shall be developed based upon the coverage of the three following 12-hour shifts:

6:45 a.m. to 7:00 p.m.

2:45 p.m. to 3:00 a.m.

6:45 p.m. to 7:00 a.m.

The Sheriff has the exclusive right to return to the 8-hour shifts below in the event staff levels change 20% up or down.

6:45 a.m. to 3:00 p.m.

2:45 p.m. to 11:00 p.m.

10:45 p.m. to 7:00 a.m.

The Sheriff has the exclusive right to modify an employee's work shift to meet operational needs. This process shall not be utilized as a punitive or reward system.

(b) Annual schedules for Deputy Sheriff Sergeants shall be developed based upon the coverage of the two following 12-hour shifts:

5:45 a.m. to 6:00 p.m.

5:45 p.m. to 6:00 a.m.

The Sheriff has the exclusive right to return to the 8-hour shifts below in the event staff levels change 20% up or down.

6:45 a.m. to 3:00 p.m.

2:45 p.m. to 11:00 p.m.

10:45 p.m. to 7:00 a.m.

The Sheriff has the exclusive right to modify an employee's work shift to meet operational needs. This process shall not be utilized as a punitive or reward system.

Section 3. There shall be no changes in an employee's workweek or tour of duty except in an emergency or in a specific case, with seven (7) calendar days notice. Employees are required to provide the Sheriff or his designee with at least seven (7) calendar days advance notice of their expected use of leave days.

Section 4. The Clinton County Sheriff's Office provides a twenty-four (24) hour per day, seven (7) days per week service. Therefore, employees shall not receive any special benefits in case of emergency closure of other County agencies.

Section 5. Any member accepting a special assignment (DARE, School Resource Officer, Stop DWI, and Logistics Sergeant) or any other special assignment will work hours commensurate to the needs of the special assignment.

**ARTICLE 7**  
**RULES AND REGULATIONS FOR SHERIFF'S OFFICE**

PBA will be supplied a copy of the current rules and regulations for the Sheriff's Office. PBA may make suggestions for revisions. Within thirty (30) days, the Sheriff will issue final rules which may or may not be different from original rules. The Sheriff's decision is final.

**ARTICLE 8**  
**OVERTIME**

Section 1. Any hours authorized and worked over and above the regular shift in a given day or eighty (80) hours in a pay period, an employee shall be paid at the rate of one and one-half (1-½) times the employee's rate of pay.

Section 2. The Sheriff, or his designee, will establish a list of employees set up in order of seniority.

(a) When the need for overtime in excess of four (4) hours exists, the Sheriff, or his designee, will refer to the established voluntary overtime sign-up list to canvass for volunteers to work. Part-time officers are not able to sign up on the voluntary overtime list. During the interim of filling the overtime vacancy, a supervisor may ask for volunteers to remain on duty as a continuation of duty until relief arrives. If the continuation of duty results in less than four (4) hours of overtime, this shall have no affect on the overtime list.

(b) In the event there is a need for overtime and no one volunteers, assignments from the seniority list will be made in reverse order of seniority. Part-time employees shall be included in the mandatory overtime list. The list shall rotate when assignments are made pursuant to this section. The assigning supervisor will maintain a ledger of calls to ensure that an employee was called in order to assess proper rotation of lists. The ledger will be retained for the Sheriff's periodic review. The ledger will record the employee's name, the date, and time called, and reason for refusal of overtime, if refused and initialed by the caller.

(c) Anyone who refuses overtime (after no one volunteers) without being excused by the Sheriff, or his designee, depending on the nature of the circumstances and refusal, may be subject to departmental discipline.

(d) Nothing herein shall be construed or interpreted to prevent the Sheriff and the Department from meeting overtime needs in the event the preceding provisions fail to produce sufficient and qualified personnel for overtime. In such event, and in cases of emergency, the Sheriff or his designee, shall assign overtime from anywhere on the lists as he deems necessary and in the best interest of the Department.

Section 3. Any employee called to work other than the normally scheduled work day shall receive a minimum of three (3) hours call-back pay.

Section 4. Time in travel which requires the County Administrator approval shall be compensated according to Fair Labor Standards Act and the current contract. Time in travel for training purposes in excess of the regular working day will be compensated at straight time.

Section 5. All sick leave, personal leave and other paid leave time off shall be considered as time worked for the purpose of computing overtime.

Section 6. The Employer shall not prevent an employee from working his/her normal shift and/or workweek in order to relieve themselves of the responsibility of paying such overtime.

Section 7. No employee may rearrange or otherwise alter their daily or weekly work schedule in order to create overtime without prior written approval of the Sheriff or the Undersheriff.

Section 8. Overtime shall be subject to the rules and regulations of the FLSA as they apply to public employees.

Section 9. Any violation of the proper and prescribed function of the “overtime procedure” by any employee may be subject to departmental discipline as ordered by the Sheriff or his designee.

**ARTICLE 9**  
**WAGES, SALARIES AND INCREMENTS**

Wages and salaries shall be as contained in the attached salary schedules which shall become effective as specified in each year of the Agreement respectively:

A. Salary Increases:

Increase salary schedule for deputy sheriff as follows:

2020-0%            2021-2.5%            2022-2.25%            2023-2.5%            2024-2.5%

1. Effective January 1, 2020, all members of the bargaining unit shall receive the amount set forth in the salary schedule attached as Appendix A

2. Effective January 1, 2021, all members of the bargaining unit shall receive the amount set forth in the salary schedule attached in Appendix B

3. Effective January 1, 2022, all members of the bargaining unit shall receive the amount set forth in the salary schedule attached as Appendix C.

4. Effective January 1, 2023, all members of the bargaining unit shall receive the amount set forth in the salary schedule attached as Appendix D.

5. Effective January 1, 2024, all members of the bargaining unit shall receive the amount set forth in the salary schedule attached as Appendix E.

6. "Red Circle" Rates- Notwithstanding the above, the wage rate inclusive of longevities based upon the percentages set forth above, for the following employees will be as follows:

	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
Mark Boire	\$58,631	\$59,947	\$61,161	\$62,540	\$63,953

7. Stop DWI Coordinator assignment which is awarded based on the Sheriff's discretion-  
 Awarded an annual stipend of \$3,000 as long as there is no county cost based on the STOP DWI reimbursement effective date of ratification

B. Promotions: The Employer recognizes the importance of quality leadership within the Department. Therefore, for any member who is promoted or appointed to any of the below listed supervisory positions, they shall receive the corresponding pay increase:

January 1, Effective date of ratification:

Deputy Sheriff Corporal:	7% above Deputy Sheriff Step 9
Deputy Sheriff Detective:	7% above Deputy Sheriff Step 9
Deputy Sheriff Sergeant:	8% above Deputy Sheriff Corporal
Deputy Sheriff Lieutenant:	10% above Deputy Sheriff Sergeant

C. Longevity: The Employer shall pay longevity increments to unit employees as follows;

January 1, 2016:	
<u>Years Completed</u>	<u>Amount</u>
12-14 years	\$1,500
15-17 years	\$1,500
18-20 years	\$1,500
21+ years	\$1,500

Any leave of absence without pay shall not be considered in computing longevity time. Longevity will be computed from the date of continuous employment with the Employer. Such longevities will be cumulative. For example, after fifteen (15) years of service, an employee shall be entitled to a total of three thousand dollars (\$3000.00), representing two \$1,500.00 (for calendar year 2016). Longevities are paid over the course of the year, and are not part of an employee's salary or hourly rate, except for the computation of hourly rate for the purposes of overtime.

D. Permanent/Part-Time Employees and Special Patrol Officers: The parties agree that the Sheriff can employ up to ten (10) permanent/part-time employees, as long as the minimum staffing remains at twenty one (21) full-time employees. A part-time employee is a person who is employed by the County who works less than the established workweek for the Department. Effective September 1, 2016, such part-time employees and special patrol officers will not receive any benefits of the contract. Effective January 1, 2021, these Officers will be paid

\$22.00/hr. The Sheriff intends to use such part-time employees to backfill for officers on leave, and for specific assignments on permanent, seasonal or temporary basis, as needed.

E. Pay Increases: Effective January 1, 2012, the parties will move to January 1 pay increases for all employees, rather than using employee's date of hire. Generally, employees will be entitled to move up one step after completing one (1) year at the same level, except for the training wage. Employees earning the training wage will move to Step 1 upon successful completion of training. An employee who moved to Step 1 after January 1, up to and including June 30 of any given year, will advance to the next step on January 1. An employee who moves to Step 1 between July 1 and December 31 in any given year will advance the second January after moving to Step1.

F. Training Wage: At hire, employees shall be paid the training wage until they successfully complete the Municipal Police Training Course (MPTC). Once an employee completed the training, they will move to Step1.

G. Training Officer Stipend:

The Sheriff may designate up to three officers as Training Officers. Training Officers will assist the Department in training other officers as requested by the Sheriff from time to time, and will receive a quarterly stipend of \$250.00 upon the certification of the supervising officer.

**ARTICLE 10**  
**SHIFT DIFFERENTIALS**

Effective on the date of ratification, the Shift Differential shall be as paid in accordance with the hours worked in the times below:

2:45 p.m. to 11:00 p.m.	An additional one dollar and fifteen cents (\$1.15) per hour
10:45 p.m. to 7:00 a.m.	An additional one dollar and fifteen cents (\$1.15) per hour

If the Sheriff returns to the 8-hour shifts below in the event staff levels reduce lower than 21 Deputies then the shift differential shall be as follows:

6:45 a.m. to 3:00 p.m.	
2:45 p.m. to 11:00 p.m.	An additional one dollar and fifteen cents (\$1.15) per hour
10:45 p.m. to 7:00 a.m.	An additional one dollar and fifteen cents (\$1.15) per hour

Employees working outside of their scheduled shift shall receive the appropriate shift differential for only the actual hours worked within the above shifts.

**ARTICLE 11**  
**HOLIDAYS**

Each January 1, officers shall be credited with twelve (12) paid holidays. Those holidays must be scheduled and used before December 31 of that year, or the paid holiday will be forfeited. In the event a member leaves service, and has used paid time off for any holiday which occurs after separation, the amount paid for such holidays shall be withheld from the employees' final pay.

**ARTICLE 12**  
**PERSONAL LEAVE**

Section 1. Personal leave shall be defined as paid absence from employment for personal reasons and shall not be charged against any other type of leave credits. Employees hired on or after January 1, 1980, need to request leave in advance.

Each full-time County employee hired after January 1, 1980, will receive twenty-four (24) hours of personal times to be awarded as follows:

During the 1<sup>st</sup> year of employment, days to be awarded based on starting date:

January through April = \*24 hours

May through August = \*16 hours

September through December = \*8 hours

\*to be credited on the actual starting date of the employee.

Each following year of employment, each full-time County employee hired after January 1, 1980, will be entitled to 24 hours of personal time to be credited the start of the first pay period of the payroll year.

Section 3. All personal time awarded in a payroll year must be used by the last day of the leave time year.

Section 4. Employees shall be allowed to use personal days for bereavement not provided for in Section 8 of Article 14.

Section 5. Discretionary with the Sheriff or his designee, employees may use personal leave in hourly-units.

**ARTICLE 13**  
**VACATION LEAVE**

Section 1. All full-time employees shall be granted annual vacation time, with pay, as follows:

(a) Employees will accrue vacation time at the rate of two (2) weeks (10 working days) per year during the first year of employment and may use it as they earn it.



(b) Any employee, after completing five (5) full years of service, shall be entitled to three (3) weeks (15 working days) of vacation with pay.

(c) Any employee, after completing ten (10) full years of service, shall be entitled to four (4) weeks (20 working days) of vacation with pay.

Section 2. For the calculation of vacation credits, the time recorded on the payroll at the full rate of pay shall be considered as time served by the employee.

Section 3. Earned vacation may be taken by the employee at a time convenient to such employee, with the approval of the Sheriff or Undersheriff. Seniority in title shall be the determining factor by the Sheriff, or his designee, in granting vacation requests subject to the needs of the Department and the skills of the employee needed by the Department.

Section 4. Vacation earned during an employment year, but not used, may be carried over from that year but must be used during the next succeeding year. In the event an employee is not granted vacation time off during the aforementioned succeeding year, he/she shall receive pay for each day of vacation so earned at their regular rate of pay. Such money shall be paid during the first pay period of the next fiscal year.

Section 5. If an employee or family member, as defined by Article 14, Section 8, of this Agreement, becomes ill while on vacation, such employee shall be allowed to use sick leave for the illness and have their vacation time adjusted, provided such employee notifies the Sheriff or his designee of the change and upon their return to work submits a doctor's certification to the Sheriff or Undersheriff.

Section 6. Should a death occur in the immediate family of an employee as defined by Article 14, Section 8, while such employee is on vacation, the employee shall be allowed to use his/her bereavement leave as stated in this Agreement and have their vacation time adjusted provided such employee notifies the Sheriff, or his designee, in writing of the change.

Section 7. Upon termination of employment, all accumulated vacation leave as provided by this Agreement shall be paid in a lump sum payment. Such payment shall be based upon the employee's rate of pay at the time of termination.

#### **ARTICLE 14** **SICK LEAVE**

Section 1. Each full-time employee will earn twelve (12) sick days in their first year of employment and fifteen (15) days in each succeeding year of their employment.

Section 2. Each employee may accumulate sick leave up to a maximum of two hundred twenty-five (225) days. After an employee has accumulated 225 days,, no additional days of sick leave shall be credited to that employee except to the extent of replacing sick days used.

Section 3. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time served by the employee.

Section 4. Earned sick leave may be taken by the employee as they earn it.

Section 5. No sick leave with full pay shall be granted beyond accrued earned credits or approved Sick Bank time.

Section 6. In order to charge sick leave, the employee must report such absence two (2) hours prior to the start of their scheduled shift to the tour supervisor or the Chief Deputy. The failure to report on such day may be excused at the discretion of the Sheriff, or his designee, if such failure results from the nature of the illness.

Section 7. In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the Sheriff or his designee. Presentation of a Physician's Certificate in the prescribed form may be waived for absences up to five (5) working days. Such certificate is mandatory for absences over five (5) working days and, in protracted disability, should be presented to the Sheriff or his designee and the Department of Personnel at the end of each six (6) weeks of continued absence. The Sheriff or his designee shall have the right at anytime to have an independent physical examination (or mental health examination) performed of any employee by a licensed health care provider and at the Employer's expense.

Section 8. Sick leave of up to fifteen (15) days in any fiscal year may also be used for the purpose of family illness or bereavement leave. Family illness shall require the same medical proof as personal sick leave. Family sickness and bereavement leave shall be limited to mother or father; husband or wife; mother-in-law or father-in-law; son or daughter; sister or brother; grandparents; grandchildren; and step-family residing in the household.

Section 9. At the time any employee shall retire from Clinton County service, he/she shall receive a cash payment for unused but accumulated days of sick leave up to a maximum of one hundred sixty five (165) days. For employees hired prior to January 1, 2000, such payment shall be based upon the employee's rate of pay at the time of retirement. For employees hired on January 1, 2000 and thereafter, payment at the time of retirement will be at the hourly rate when the days were accrued. (When days are used for sick leave purposes, they will be deducted on the basis of first in first out.)

Section 10. At the discretion of the Sheriff or his designee and upon approval by resolution of the Clinton County Legislature, permanent employees may be granted additional sick leave with one-half (1/2) pay for three (3) months after three (3) years of Department service, after all available sick leave credits or other credits have been used. Leave, not exceeding twelve (12) months without pay, may also be granted upon approval by a resolution of the Clinton County Legislature in the case of employees who have served continuously for at least one (1) year in Department service.

Section 11. Discretionary with the Sheriff or his designee, employees may use sick leave in hourly units.

Section 12. Leave for Dental or Medical Reasons.

Discretionary with the Employer or his designee, occasionally required medical or dental visits may be allowed to all employees without loss of pay. Each such absence in excess of two (2) hours shall be charged to earned sick leave credits in additional hourly units.

**ARTICLE 15**  
**SICK LEAVE BANK**

**POLICY:**

It is the understanding and policy of the Employer and PBA to encourage every employee to recognize leave time as a negotiated benefit and to utilize such leave for the purpose for which it is intended. It is further understood that there may be circumstances in which an employee would require additional sick leave time to accommodate an illness/disability that prevents them from working. The Sick Leave Bank exists to try to meet those needs and will award time in accordance with the procedures listed below.

**ENROLLMENT PROCEDURES:**

1. An employee must have been employed with the Employer on a permanent basis for twelve (12) consecutive months prior to joining the Bank and must have a minimum balance of ten (10) sick days at open enrollment.
2. There will only be one (1) open enrollment period a year for employees to join the Sick Leave Bank. The open enrollment for the Sick Leave Bank will coincide with open enrollment for health insurance and membership in the Sick Leave Bank will be effective the following January 1.
3. All donations of sick leave or vacation leave are on a voluntary basis. In order to participate in the Sick Leave Bank, an employee must donate a minimum of four (4) days one (1) time only.
4. Sick leave donated will be deducted from the employee's maximum allowable retirement payout on a 1:1 formula (Example: four (4) sick days donated, four (4) sick days will be deducted from the maximum allowable retirement payout.) Vacation days may be donated in lieu of or in combination with sick leave days, but will not affect retirement payout.
5. Donations must be made in full working day increments (7 hours, 7-1/2 hours or 8 hours).
6. Any employee who has donated leave credits cannot withdraw those credits under any circumstances.

## **APPLICATION PROCEDURES:**

1. Employees must apply for Sick Leave Bank time before they go off the payroll. Once an employee goes into an unpaid status (off the payroll), the person cannot apply for Sick Leave Bank time until they return to work for ten (10) consecutive workdays.
2. All accrued leave credits, including sick, vacation and personal, must be depleted prior to using leave from the Bank.
3. An employee may submit additional requests for leave to the Bank before the previous leave credit has been exhausted, but time granted is not to exceed the levels as defined in the Administrative Procedures.
4. Each request shall be made on the prescribed form with a copy of the approved Leave of Absence Form and the Certification of Physician or Practitioner.
5. All documents shall be submitted first to the Department Head for comment and submission to the Department of Personnel.
6. Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively if the payroll period is complete prior to the Committee's decision.
7. If leave qualified under the Family and Medical Leave Act, health insurance will be maintained under the same group health plan, under the same terms and conditions as when on the job for a maximum of twelve (12) weeks in accordance with the adopted Policy for Family and Medical Leave Act. For other leaves, if the employee's leave requires a change in payroll status (on or off the payroll), health insurance payments will be required in compliance with the established policy.

## **ADMINISTRATIVE PROCEDURES:**

1. The Sick Leave Bank shall be administered by three (3) members of County Management designated by the County Administrator and three (3) representatives designated by the PBA President.
2. Each request for Sick Leave Bank time will be reviewed and a decision will be reached by a majority vote of the Sick Leave Bank Committee (SLB). To resolve a tie in the SLB Committee, the parties will then ask one member from a mutually agreed upon list.
3. The SLB Committee will determine the number of days to be granted per request in accordance with the procedures of this article.
4. The SLB Committee's decision is final and is not subject to appeal or the grievance procedure.
5. Sick Leave Bank time will not exceed one hundred fifty (150) days per employee life-time use and cannot be used for family illness or bereavement.

6. The amount of hours a person can use from the Sick Leave Bank time is determined by the amount of time the person has been a member of the Sick Leave Bank.

- During the first year of membership, employees may be granted up to a maximum of thirty (30) days Sick Leave Bank time.
- During the second year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of sixty (60) days.
- During the third year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of ninety (90) days.
- During the fourth year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of one hundred twenty (120) days.
- After the fourth year of membership, employees may be granted an additional thirty (30) days of Sick Leave Bank time, for a total of no more than one hundred fifty (150) days life-time use.

7. An illness/disability of eight (8) weeks or less as listed on the Certification of Physician or Practitioner may receive no more than ten (10) days Sick Leave Bank time.

8. Enrollment in the Sick Leave Bank automatically allows the SLB Committee members to review the applying employee's leave time record without further authorization. The SLB Committee will also obtain a statement from the employee's Department Head as to the appropriateness of the employee's use of sick leave time while working in that department.

9. The Committee shall meet within ten (10) working days from the receipt of the request in the Department of Personnel.

10. The employee and the Department Head shall be notified in writing within five (5) working days of the Committee's determination.

#### **MAINTENANCE OF BANK BALANCE**

1. If the Bank falls to one thousand five hundred (1500) hours or less, it can be reopened for additional donations.

2. When a person leaves employment with the County (other than for retirement), any accrued sick leave time will automatically be deposited in the Sick Leave Bank.

3. When a person retires from employment, any sick leave time accrued over the amount of time that can be paid out to the employee will automatically be deposited in the Sick Leave Bank.

4. Lost "use or lose" vacation time at the end of the year will automatically be deposited in the Sick Leave Bank.
5. Lost sick time due to the death of an employee will be deposited in the Sick Leave Bank.
6. Any vacation or sick time a person accrues while using Sick Leave Bank time, will be deposited in the Sick Leave Bank and not be credited to the person

## ARTICLE 16 LEAVES OF ABSENCE

### Section 1. Maternity/Paternity

Employees who are unable to work due to a medical disability relating to pregnancy shall be permitted to use leave credits. Such leave period shall commence on the date an employee is unable to perform her regular duties and shall terminate upon resumption of her ability to perform her regular duties as certified by the employee's physician.

An employee may request additional time prior to or after the maternity absence pursuant to Section 2 of this Article and shall be permitted to reduce such leave without pay by the use of any or all earned leave credits.

### Section 2. Other Leaves

The Sheriff, or his designee, has the discretionary authority to approve absences for up to five (5) days without pay if all leave time is exhausted. Absences beyond five (5) days without pay must be approved by the County Legislature. Any such absence qualifying for Family Medical Leave (FMLA) must be approved by the County Legislature upon commencement of such leave whether it is with or without pay.

Leaves of absence without pay may be granted under the provisions of Civil Service Rule 19 to each full-time employee under extenuating circumstances, but in no case shall any total continuous leave without pay exceed twelve (12) months.

### Section 3. Jury and Court Attendance

On proof of the necessity of jury duty or attending court for other than personal matters, a leave of absence shall be granted with full pay. All monies received for meals, mileage and for lodging shall be retained by the employee. Excused jurors on each day of jury service shall immediately return to their employment.

Those employees who have one (1) or more hours of available work time before reporting for jury duty or court attendance are to report to work first.

#### Section 4. Educational Purposes

Educational leave may be granted to a member of the unit for job related education upon request of the employee and subject to the approval of the Sheriff and the Clinton County Legislature and upon such terms and conditions as may be established by the Clinton County Legislature. Leave for training seminars, programs and workshops of short duration (one week or less) directly related to the work of the unit member may be granted or assigned by the Sheriff.

### **ARTICLE 17** **WORKER'S COMPENSATION**

An employee who is eligible for Worker's Compensation shall elect in writing whether he or she desires to use their accumulated sick leave or vacation leave with pay for the period of disability or whether they desire the weekly benefit check as provided under Worker's Compensation Law. Such statement shall be filed with the Department of Personnel. In the event the employee elects to take sick leave or vacation leave with pay, such employee shall turn over their weekly benefit check, if any, to the County. When such check is received by the County, the employee's sick leave and/or vacation leave shall be adjusted in accordance with the following formula:

$$\frac{\text{Weekly Worker's Compensation Check Benefit}}{\text{Employee's Daily Rate of Pay}} = \text{Number of sick and/or vacation leave days per week to be credited to the Employee}$$

Lump sum payments or settlements for injury or disability shall be retained by the employee.

If an employee is out on Worker's Compensation, the County agrees to pay the employee's health insurance in the same proportion as stated in this agreement under Article 19.

The County will continue such payments for up to one (1) year as long as the employee is on Worker's Compensation leave and is still considered an employee of the County.

### **ARTICLE 18** **PERSONAL LIABILITY/INJURY**

#### Section 1. Personal Liability

All Clinton County employees required to have direct contact with the public in the normal course of fulfilling their job duties shall be indemnified by Clinton County for personal liability arising from acts performed or not performed by County employees during the course of fulfilling their employment duties.

The joint employer shall select and provide a competent attorney for and pay such attorney's fees and expenses necessarily incurred in the defense of an employee in any civil or criminal action or proceeding arising out of any action taken against such employee while in the discharge of

his/her duties within the scope of their employment. The Employer shall not be subject to the provisions of this paragraph unless such employee shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading deliver the original or copy of the same to the County Administrator.

Section 2. Personal Injury

The Employer will reimburse employees for the cost of any clothing or other personal property not covered by insurance damaged or destroyed as a result of an occurrence suffered by an employee while the employee was acting in the discharge of his/her duties.

**ARTICLE 19**  
**INSURANCE AND RETIREMENT**

**Section 1. Insurance**

A. Effective January 1, 2002, the Employer will offer the New York State Health Insurance Program Empire Plan, Core Plus Medical and Psychiatric Enhancement, to eligible employees and retirees. The New York State Health Insurance Program Empire Plan will not be replaced or withdrawn during the life of the Agreement without the consent of the Unit. The Employer also reserves the right to offer any alternative choice health benefit plan(s) for active employees only.

The employee premium contribution rate is based on years of service as follows:

**Effective January 1, 2015:**

<u>Year Groups*</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 yrs service	20%	80%
10 to less than 15 yrs service	15%	85%
15 or more yrs of service	10%	90%

For employees hired on or after August 1, 2016, the premium contribution rates shall be as follows:

**Effective January 1, 2019:**

<u>Year Groups</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
0 to less than 10 yrs of Service	23.75%	76.25%
10 to less than 15 yrs of service	18.75%	81.25%
15 or more yrs of service	13.75%	86.25%



\*Years of service will be calculated using temporary, part-time and permanent employment on the same basis as longevity is currently computed.

- The contribution percentage changes become effective the start of the first pay period of the payroll year following the ten (10) or fifteen (15) year longevity date.

**B. Alternative Health Insurance Plan**

No later than January 1, 2017, the Employer may offer an ACA compliant high deductible health plan. Any eligible employee who elects to participate in the plan shall be required to contribute 12.5% of the cost of the premium.

**C. Flexible Spending Account**

(1) The County will contribute a dollar amount based on years of service to active employees who have elected County-offered health insurance to be placed in a pre-tax unreimbursed medical expense or dependent day care account under the Section 125 Flexible Spending Account and paid for by the County as follows:

<u>Year Groups</u>	<u>Per Person</u>
0 to less than 10 years of service	\$250.00
10 or more years of service	\$500.00

- (2) The contribution will be pro-rated to the first of the month following date of service for new employees or the date that continuing employees receive health insurance, through the County.
- (3) County dollar contribution changes become effective the start of the first pay period of the payroll year following the ten (10) years longevity date.
- (4) County dollar contributions will be paid into the accounts to be effective the first of the plan year.
- (5) Each employee will be provided the opportunity to elect use of a benefit (debit) card at the start of the plan year to access their account for payment of qualified expenses in addition to submitting paper forms for reimbursement of qualified expenses which cannot be paid by the card. The administrative expense for a benefit (debit) card will be borne by the employee and may be reimbursed when submitted as a qualified expense.

**D. Health Insurance Buyout**

The Employer will contribute one thousand dollars (\$1,000) annually to active employees who are eligible for, but do not elect to participate in, the County-offered health insurance subject to NYSHIP restrictions in effect as of August 24, 2016 (the date of ratification of this Memorandum of Agreement). The contribution will be pro-rated to the first of the month following date of service for new employees. County dollar contributions will be paid to active employees as a separate check in a lump sum in the first "off payroll" week in December.

**Section 2. Health Insurance Upon Retirement**

A. (1) The Employer agrees to provide health benefits (NYSHIP Plan) upon retirement for employees who are employed as of July 31, 2016 and meet the following requirements:

(a) complete a minimum of ten (10) years full-time Clinton County service, or its equivalent part-time Clinton County service, in a benefit eligible position; and

(b) are enrolled in County-provided health insurance, or are enrolled in NYSHIP as a dependent; and

(c) are eligible to retire and receive a retirement allowance or are enrolled in NYSHIP and terminate employment within five (5) years of the date on which he or she is entitled to receive a retirement allowance from New York State Retirement System, provided the retiree meets NYSHIP conditions as a vestee, and continues coverage under NYSHIP as an enrollee or dependent of an enrollee while in a vested status with no lapse in NYSHIP coverage; and

(d) meet other mandatory requirements of NYSHIP; and

(e) meet the requirements of Clinton County Legislature Resolution No. 827 – 10/24/07 attached hereto as Appendix \_\_.

(2) The premium contribution rates upon retirement for employees employed as of July 31, 2016 shall be as follows:

<u>Year Groups*</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 yrs service	20%	80%
10 to less than 15 yrs service	15%	85%
15 or more yrs of service	10%	90%

\*Years of service will be calculated using temporary, part-time and permanent employment on the same basis as longevity is currently computed.

B. (1) The Employer agrees to provide health benefits (NYSHIP Plan) upon retirement for employees who are employed on or after August 1, 2016 and meet the following requirements:

(a) complete a minimum of fifteen (15) years full-time Clinton County service, or its equivalent part-time Clinton County service, in a benefit eligible position; and

(b) are enrolled in County-provided health insurance, or are enrolled in NYSHIP as a dependent; and

(c) are eligible to retire and receive a retirement allowance or are enrolled in NYSHIP and terminate employment within five (5) years of the date on which he or she is entitled to receive a retirement allowance from New York State and Local Employees Retirement System, provided the retiree meets NYSHIP conditions as a vestee, and continues coverage under NYSHIP as an enrollee or dependent of an enrollee while in a vested status with no lapse in NYSHIP coverage; and

(d) meet other mandatory requirements of NYSHIP; and

(e) meet the requirements of Clinton County Legislature Resolution No. 827 – 10/24/07 attached hereto as Appendix \_\_\_\_\_.

C. Effective January 1, 2018, employees hired on or after August 1, 2016 will be provided with health insurance coverage in retirement with the following premium contribution rates for individual coverage:

<u>Year Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 yrs of Service*	23.75%	76.25%
10 to less than 15 yrs of service	18.75%	81.25%
15 or more yrs of service	13.75%	86.25%

Effective January 1, 2017, employees hired on or after August 1, 2016, will be provided with health insurance coverage in retirement with the following premium contribution rates for family coverage:

<u>Year Groups</u>	<u>Employee Contribution</u>	<u>County Contribution</u>
0 to less than 10 yrs service*	35%	65%
10 to less than 15 yrs service	35%	65%
15 to less than 20 yrs service	30%	70%
20 to less than 25 yrs service	20%	80%
25 or more years of service	15%	85%

- \* Applies to retirees who have met County requirement for years of service in a benefits-eligible position, but who have less than 10 (or 15 for employees hired after August 1, 2016) years of continuous service as defined in Article 9 (C) Longevity.
- The contribution percentages will apply to retirees and will be determined by their years of service at the effective date of retirement.
- Years of service will be calculated using temporary, part-time and permanent employment on the same basis as longevity is currently computed.

D. Employees planning to retire should meet with a representative of the Employer's Personnel Department or Human Resources Department prior to retirement to ensure necessary steps are taken to access health benefits in retirement.

E. For all employees who retire effective on or after August 24, 2016 (the ratification date of this MOA), the Employer will provide an annual health benefit buyout in that it will pay 25% of the annual premium cost of the coverage waived each year to employees who retire and are eligible for, but do not elect to participate in, the County-offered health benefits in retirement. Employees who elect no coverage will be eligible for such annual buyout in this amount subject to NYSHIP restrictions. Employees who elect to reduce their benefit level of retiree health benefit to individual from family coverage shall receive 10% of the annual family premium cost subject to NYSHIP restrictions. Starting with the first of the month following the effective date of retirement, County buyout payments will be prorated for new retirees. County buyout payments will be administered for retirees annually thereafter. County buyout payments will be paid to retirees as a separate check in a lump sum in the first "off-payroll" week in December of each year.

The following table illustrates calculations for the language above, and is for illustrative purposes only:

<u>Coverage Opted Out</u>	<u>Annual Premium Cost</u>	<u>Buyout Amount</u>
Individual	\$ 8,300.00	\$2,075.00
Family	\$18,000.00	\$4,500.00
Family to Individual	\$18,000.00	\$1,800.00

F. If an employee qualifies for health insurance upon retirement as set out in this Article and is subsequently disabled and qualifies for a disability retirement from the New York State Retirement System, such employee shall receive health insurance benefits upon retirement at the same level as if the disabled employee had completed twenty-five (25) years of service.

### **Section 3**

The Employer agrees to continue to provide for the members hired on or before August 24, 2016 (the ratification date), the improved Twenty (20) Year Career Retirement Plan, (Section 75i) with option 60b of the New York State Retirement and Social Security Law. Participation in the New York State Employees Retirement System shall be on a noncontributory basis except as may be required by the statute. For such employees, the County Legislature of the County of Clinton does hereby elect to assume the entire additional cost required to provide the twenty (20) year and out, with no minimum age retirement plan, with the additional one/sixty (1/60th) benefits provided in Section 552 and 553 under Article XIVb of the retirement and Social Security Law.

The Employer agrees to provide for members hired on or after August 24, 2016 (the ratification date of this MOA) the option to elect either of the following:

#### **OPTION A**

Enrollment in the improved Twenty-Five (25) Year Career Retirement Plan Section 551 with option 551-e of the New York State Retirement and Social Security Law. Participation in the New York State Employees Retirement System shall be on a noncontributory basis except as may be required by the statute. For such employees, the County Legislature, of the County Clinton does hereby elect to assume the entire additional cost required to provide the twenty-five (25) year and out, with no minimum age retirement plan, with the additional one/sixty (1/60th) benefits provided in Section 551 and 551-e under Article 14-B of the Retirement and Social Security Law. Employees electing this retirement system shall pay the contribution rates for health insurance as set forth in Article XIX.

#### **OPTION B**

Employees may select the Twenty (20) Year Career Retirement Plan laid out in Section A, above. Employees who select such a plan shall contribute thirty-five percent (35%) of premium for individual health insurance and 50% for family health insurance while employed and in retirement. Any provisions of Article 19 not in conflict with this Section shall apply to members selecting Option B shall be applicable to such employees.

**ARTICLE 20**  
**ADDITIONAL BENEFIT PROGRAMS**

**Section 1. Deferred Compensation Program**

Unit members may enroll in the Deferred Compensation Program agreed upon between the County and PBA.

**Section 2. Employees Assistance Program**

Unit members may participate in the Employees Assistance Program provided by the County and agreed upon by PBA.

**Section 3. Flexible Spending Account Program**

Unit members may participate in a Flexible Spending Account Program as agreed upon by the County and PBA.

**ARTICLE 21**  
**MILEAGE ALLOWANCE**

A mileage allowance equal to that of the published IRS rate will be allowed and paid for the use of a personal automobile on official County business during the duration of this contract. If such rate shall increase by more than two cents (\$.02) per mile in any given year, the amount paid shall not be increased by more than two cents (\$.02) in any given year. Increases in the IRS rate will be implemented sixty (60) days following publication. Reimbursement will be made only to those employees who maintain a minimum liability insurance policy of \$50,000/\$100,000. Employees who seek reimbursement shall submit annually to the Sheriff or the Undersheriff proof of such coverage (Certificate of Insurance).

**ARTICLE 22**  
**ISSUANCE OF CLOTHING AND/OR UNIFORMS TO COUNTY EMPLOYEES**

A. All employees of the Sheriff's Department Office who are required to wear a uniform shall receive an initial issue of:

- CLASS "A" SHIRT - LONG SLEEVE
- CLASS "A" SHIRT - SHORT SLEEVE
- CLASS "A" PANTS
- DICKIE (2)
- DICKIE (FULL) 1
- CLASS "B" POLO SHIRT (1)
- CLASS "B" TACTICAL PANTS (1)
- STETSON HAT - FELT

STETSON HAT RAIN COVER  
WINTER HAT - TROOPER  
HAT - BASEBALL STYLE  
3 SEASON JACKET  
RAINCOAT  
SHIRT BADGE (2)  
WALLET BADGE (1)  
IDENTIFICATION CARD  
COLLAR INSIGNIA  
NAME TAG  
SERVING SINCE PLATE  
BADGE BELT CLIP  
BADGE / ID WALLET  
GLOVE HOLDER  
HOLSTER  
HANDCUFF CASE (2)  
OC CASE  
FLASHLIGHT CASE  
RADIO HOLDER - METAL  
MAGAZINE CASE  
BELT KEEPER(S)  
NIGHT STICK HOLDER  
SIG SAUER P229 .40 PISTOL  
MAGAZINES (3)  
AMMUNITION  
HANDCUFFS (2)  
HANDCUFF KEY(S)  
STINGER FLASHLIGHT  
OC  
BODY ARMOR  
KEY TAGS  
PORTABLE RADIO W/LAPEL MIC  
TRAFFIC SAFETY VEST  
PATROL OFFICE KEY  
EAR / EYE PROTECTION

Thereafter, the employee shall replace the above-mentioned articles of clothing by turning in worn out or damaged clothing to the Quartermaster. The Quartermaster shall then issue replacement clothing to the employee. The full cost of providing uniforms shall be borne by the

employer. All uniformed employees of the department shall be issued one pair of shoes to compliment the employee's uniform. Replacement to be not more than once per year.

B. Effective 1/1/2021: All uniform members of the Unit shall receive \$1,400.00 uniform maintenance allowance each year paid in two (2) installments. The uniform maintenance allowance will be paid as follows:

July 1 - \$700.00 and December 1 - \$700.00 of each contract year

The uniform allowance shall be considered ordinary income, subject to withholding, beginning in 2010. The uniform allowance will be prorated for new hires.

The Sheriff or his designee shall have the right to inspect such uniforms to see that they are properly cleaned and maintained. Any employee who is given a warning on the cleanliness or maintenance of his/her uniform who does not, within a reasonable time, correct the problem may be subject to Departmental discipline.

### **ARTICLE 23** **EDUCATIONAL TUITION ASSISTANCE**

A. Employees shall be permitted to take job-related courses with full reimbursement by the Employer for tuition and mandatory fees upon obtaining the prior written approval by the Sheriff and the County Administrator and upon proof of satisfactory completion of said course with a "C" or better.

The Employer will reimburse employees the cost of the examination for licensure or certification beyond the minimum qualifications for employment, upon request of the Sheriff and approval of the County Administrator. The Employer will also reimburse employees for the renewal of such licensure or certification upon request of the Sheriff and approval of County Administrator.

Any employee who has been provided the benefit of this clause who then voluntarily leaves County service after less than one (1) year of use of the benefit, shall return one half (1/2) of the reimbursement to the County. If the employee voluntarily leaves County service after less than six (6) months of the use of the benefit, the employee shall return three fourths (3/4) of the reimbursement to the County. In the case of tuition, said reimbursement shall be provided to the County for the last school year in which the employee received tuition reimbursement.

Any employee who produces certification that they have obtained any of the following levels of advanced education after the start of their employment shall receive a one (1) time stipend as follows:

AAS Degree	\$150.00
Bachelors Degree	\$250.00
Masters Degree	\$400.00



## B. Training Assistance

In recognition of the costs of training provided by the Employer, an employee who does not remain employed for at least twenty-four (24) months after completion of such training, including the Municipal Police Training Course (MPTC) Academy, shall be required to repay the costs of such training, if they separate from service during such time, on a prorated basis. Employees will be required to sign an Agreement and a Promissory Note as a condition to participating in any training.

### **ARTICLE 24** **MANDATED MEETINGS**

An employee who is called in on his/her day off for a mandated meeting or medical testing or who has scheduled overtime (e.g. court appearance) will be paid at a minimum of two (2) hours pay.

### **ARTICLE 25** **RECIPROCAL RIGHTS/LABOR MANAGEMENT**

#### Reciprocal Rights

The Sheriff recognizes the right of the employees to designate representatives of PBA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such employees' representatives shall also be permitted to appear at public hearings before the Clinton County Legislature upon the request of the employees.

Section 1. The Sheriff shall so administer its obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee as defined by the County Discrimination Policy.

Section 2. PBA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the Sheriff or his designee. The officers and agents of PBA have the right to visit appropriate Sheriff Office facilities for the purpose of resolving grievances and administering the terms and conditions of this Agreement.

Section 3. Employees who are designated or elected for the purpose of resolving grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and PBA. Such time not to exceed a total of twenty (20) hours per fiscal year.

Section 4. Employees officially elected as representatives of PBA may be allowed reasonable approved time-off for the purpose of attending State and regional PBA meetings and conferences.

### Labor Management

The Employer and PBA shall establish a joint Labor/Management Committee for the purpose of providing communication, discussion and resolution of problems arising out of the terms and conditions of employment stated or unstated in this Agreement. Either party may request a meeting at a mutually convenient time and date. Unless mutually cancelled, the meeting will take place within two (2) weeks of the request.

## ARTICLE 26 DISPUTES AND GRIEVANCES

### **PURPOSE**

It is the policy of the County of Clinton and the Sheriff of Clinton County and the members of PBA that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. Both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

### **DEFINITION**

- A. A "grievance" is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement, written rules, regulations or administrative work order which relates to or involves the employee or employees.
- B. An "aggrieved party" is the employee who is directly impacted by the provisions of this Agreement.
- C. An "employee" is any person in the unit covered by this Agreement.

### **SUBMISSION OF A GRIEVANCE**

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
- B. Each written grievance shall be submitted on a form approved by the Employer and the Unit and shall identify the aggrieved party, the provision of this agreement, rule, regulation or administrative work order involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the

person responsible for causing such events or conditions and a general statement of the grievance and the redress sought by the aggrieved party.

C. A grievance shall be deemed waived unless it is submitted in writing within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. The aggrieved party may be represented at any formal level of the procedure by a representative of his choice.

## **GRIEVANCE PROCEDURE**

### **A. Sheriff**

The Sheriff, or his designee, shall respond in writing within ten (10) work days after the receipt of each formal written grievance. If an aggrieved party is not satisfied with the response or if no response is received within the specified time limit after the submission of the written grievance and if PBA believes that the grievance is meritorious, PBA may refer the matter to the County Legislature within ten (10) work days of the receipt of the decision of the Sheriff or his designee.

### **B. County Legislature**

Within three (3) weeks of an appeal from the Sheriff's decision, the Clinton County Legislature, or a subcommittee thereof, shall hear the grievance. The Legislature, or subcommittee thereof, will issue its written decision on the matter within ten (10) work days after the hearing.

### **C. Arbitration**

Within two (2) calendar weeks after receiving such unsatisfactory response, or if no response is received within the time limit, PBA may refer the grievance to arbitration by asking the American Arbitration Association to submit a list of proposed arbitrators for selection by the parties. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement. The cost of the arbitration shall be shared equally by the parties.

The decision by PBA to submit an issue to binding arbitration shall constitute a waiver of the use of any other forum which might be available to litigate the alleged grievance.

**ARTICLE 27**  
**EMPLOYEE EVALUATION**

Each permanently appointed member of the bargaining unit who has completed his/her probationary period will be evaluated by his/her immediate supervisor or Department Head one (1) time each year. Each member of the bargaining unit who has not completed his/her probationary period will be evaluated by his/her immediate supervisor or Department Head at least one (1) time each month of the probationary period. The evaluation forms used will be agreed upon at the Sheriff's Office Labor/Management Committee.

Each employee who is evaluated will receive a copy of the completed evaluation within ten (10) days. An evaluation conference will be conducted within five (5) days of the receipt of the completed form unless other arrangements are made. The employee will be asked to sign the evaluation at the completion of the conference to indicate that the employee has seen the evaluation and discussed it with the evaluator. Such signature does not imply agreement by the employee with the contents of the evaluation. The employee is entitled to append any comments he/she thinks necessary to the evaluation and such appendage will be placed in the employee's file along with the completed evaluation form. All evaluation documents and appendages will be dated and signed before placement in the employee's file. The Department Head, the employee, and the Personnel Department will receive copies.

**ARTICLE 28**  
**DISCIPLINE AND DISCHARGE ACTION**

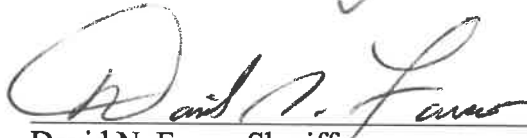
Members of the unit who are non-probationary employees who would be entitled to Section 75 rights under the terms of the legislation extending Civil Service status to certain employees of the Sheriff's Office will be provided such rights in the event of discipline and discharge matters that are covered and provided for under Section 75 of the Civil Service Law and applicable decisional law governing Section 75 and Section 76.

[Signature Page]

The Contract shall be for a period of five years to be effective January 1, 2020 through December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

  
Mark R. Henry, Chairperson  
Clinton County Legislature

 3/17/21  
David N. Favro, Sheriff  
County of Clinton

 03/17/2021  
Deputy Scott Bechard, President  
Clinton County Deputy Sheriffs' Police Benevolent Association, Inc.

# Deputy Sheriff's Salary Schedule - 2020

0 % Increase

Grade	Without MPTC	With MPTC								
	Train	1	2	3	4	5	6	7	8	9
<b>0180 Deputy Sheriff</b>	<b>38,384</b>	<b>41,207</b>	<b>41,939</b>	<b>43,462</b>	<b>45,157</b>	<b>46,851</b>	<b>47,979</b>	<b>48,798</b>	<b>49,674</b>	<b>50,801</b>
	18,4538	19,8111	20,1630	20,8952	21,7101	22,5245	23,0668	23,4606	23,8817	24,4236
<b>0290 Deputy Sheriff Corporal Deputy Sheriff Detective 6% over Dep. Step 9</b>										<b>53,849</b>
										25,8889
<b>0380 Deputy Sheriff Sergeant 7% over Corp. Step 9</b>										<b>57,618</b>
										27,7010
<b>0480 Deputy Sheriff Lieutenant 9% over Sgt. Step 9</b>										<b>62,804</b>
										30,1942

**Longevity Schedule (Based on years of service with Clinton County)**

12 - 14 Years	15 - 17 Years	18 - 20 Years	21+ Years
\$1500	\$1500	\$1500	\$1500

Wednesday, February 17, 2021

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## Deputy Sheriff's Salary Schedule - 2021

2.5 % Increase

Grade	Without MPTC	With MPTC								
	Train	1	2	3	4	5	6	7	8	9
<b>0180 Deputy Sheriff</b>	<b>39,344</b>	<b>42,237</b>	<b>42,987</b>	<b>44,549</b>	<b>46,286</b>	<b>48,022</b>	<b>49,178</b>	<b>50,018</b>	<b>50,916</b>	<b>52,071</b>
	18,9154	20,3063	20,6668	21,4178	22,2529	23,0675	23,6433	24,0471	24,4788	25,0341
<b>0280 Deputy Sheriff Corporal Deputy Sheriff Detective 7% over Dep. Step 9</b>										<b>55,716</b>
										26,7865
<b>0380 Deputy Sheriff Sergeant 8% over Corp. Step 9</b>										<b>60,173</b>
										28,9293
<b>0480 Deputy Sheriff Lieutenant 10% over Sgt. Step 9</b>										<b>66,191</b>
										31,8226

**Longevity Schedule (Based on years of service with Clinton County)**

<b>12 - 14 Years</b>	<b>15 - 17 Years</b>	<b>18 - 20 Years</b>	<b>21+ Years</b>
<b>\$1500</b>	<b>\$1500</b>	<b>\$1500</b>	<b>\$1500</b>

Thursday, March 11, 2021

Page 1 of 1

## Deputy Sheriff's Salary Schedule - 2022 2.25 % Increase

Grade	Without MPTC		With MPTC							
	Train	1	2	3	4	5	6	7	8	9
<b>0180 Deputy Sheriff</b>	<b>40,229</b>	<b>43,187</b>	<b>43,954</b>	<b>45,551</b>	<b>47,327</b>	<b>49,102</b>	<b>50,285</b>	<b>51,143</b>	<b>52,062</b>	<b>53,243</b>
	19,349	20,763	21,131	21,895	22,753	23,607	24,175	24,580	25,026	25,597
<b>0280 Deputy Sheriff Corporal Deputy Sheriff Detective 7% over Dep. Step 9</b>										<b>56,970</b>
										27,384
<b>0380 Deputy Sheriff Sergeant 8% over Corp. Step 9</b>										<b>61,527</b>
										29,583
<b>0480 Deputy Sheriff Lieutenant 10% over Sgt. Step 9</b>										<b>67,680</b>
										32,535

Longevity Schedule (Based on years of service with Clinton County)    12 - 14 Years    15 - 17 Years    18 - 20 Years    21+ Years  
\$1500    \$1500    \$1500    \$1500



## Deputy Sheriff's Salary Schedule - 2023

2.5 % Increase

Grade	Without MPTC	With MPTC								
	Train	1	2	3	4	5	6	7	8	9
<b>0180 Deputy Sheriff</b>	41,235	44,267	45,053	46,690	48,510	50,330	51,542	52,422	53,364	54,574
	19,824	21,282	21,660	22,471	23,321	24,191	24,798	25,209	25,658	26,237
<b>0280 Deputy Sheriff Corporal</b>										58,394
<b>Deputy Sheriff Detective</b>										28,074
7% over Dep. Step 9										
<b>0380 Deputy Sheriff Sergeant</b>										63,065
8% over Corp. Step 9										
										30,317
<b>0480 Deputy Sheriff Lieutenant</b>										69,372
10% over Sgt. Step 9										
										33,351

Longevity Schedule (Based on years of service with Clinton County)

12 - 14 Years	15 - 17 Years	18 - 20 Years	21+ Years
\$1500	\$1500	\$1500	\$1500

Thursday, March 11, 2021

## Deputy Sheriff's Salary Schedule - 2024 2.5 % Increase

Grade	Without MPTC		With MPTC							
	Train	1	2	3	4	5	6	7	8	9
<b>0180 Deputy Sheriff</b>	<b>42,266</b>	<b>45,374</b>	<b>46,179</b>	<b>47,857</b>	<b>49,723</b>	<b>51,588</b>	<b>52,831</b>	<b>53,733</b>	<b>54,698</b>	<b>55,938</b>
	20.3202	21.8144	22.2014	23.0082	23.9053	24.8019	25.3995	25.8332	26.2971	26.8933
<b>0280 Deputy Sheriff Corporal Deputy Sheriff Detective 7% over Dep. Step 9</b>										<b>59,854</b>
										28.7760
<b>0380 Deputy Sheriff Sergeant 8% over Corp. Step 9</b>										<b>64,642</b>
										31.0779
<b>0480 Deputy Sheriff Lieutenant 10% over Sgt. Step 9</b>										<b>71,106</b>
										34.1856

Longevity Schedule (Based on years of service with Clinton County)    12 - 14 Years    15 - 17 Years    18 - 20 Years    21+ Years  
\$1500    \$1500    \$1500    \$1500