

# Warren County Board of Supervisors

## RESOLUTION NO. 338 OF 2021

**RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND MAGOWAN**

**AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF WARREN AND THE WARREN COUNTY POLICE BENEVOLENT ASSOCIATION (“PBA”), AND AUTHORIZING A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN WARREN COUNTY AND WARREN COUNTY POLICE BENEVOLENT ASSOCIATION FOR A TERM COMMENCING JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

WHEREAS, as a result of collective bargaining, a proposed agreement has been reached establishing the terms and conditions of a new Collective Bargaining Agreement between the PBA and Warren County, and

WHEREAS, the terms and conditions of which are set forth in a Memorandum of Agreement, a copy of which Memorandum of Agreement is annexed to this resolution, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors authorizes the preparation and execution of a new Collective Bargaining Agreement between Warren County and the PBA for a term to commence January 1, 2020 and to terminate December 31, 2022, and to incorporate all of the terms and conditions set forth in the Memorandum of Agreement, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors and the Warren County Sheriff to execute a new Collective Bargaining Agreement for a term to commence January 1, 2020 and to terminate on December 31, 2022, which incorporates the terms and conditions set forth in the Memorandum of Agreement, in a form approved by the County Attorney.

MEMORANDUM OF AGREEMENT

COUNTY OF WARREN  
AND

WARREN COUNTY PBA

July 26, 2021

1. Introduction - Add "Inc." after "Warren County Police Benevolent Association."
2. Article 2- Recognition - Substitute "The County and Sheriff (hereinafter "County")" for "The County ...."
3. Article 5 - Salary - Effective January 1, 2020, increase 1<sup>st</sup> year through 10<sup>th</sup> year by 2.90%; effective January 1, 2021 increase 1<sup>st</sup> year through 10<sup>th</sup> year by 2.60%; effective January 1, 2022 increase 1<sup>st</sup> year through 10<sup>th</sup> year by 2.50%; effective January 1, 2020, provide for Investigator differential of \$6,200 on base, Investigative Sergeant differential of \$7,200 on base, and Patrol Sergeant differential of \$7,200 on base; effective January 1, 2022, provide for Investigator differential of \$6,325 on base, Investigative Sargent differential of \$7,325 on base, and Patrol Sargent differential of \$7,325 on base. All wage increases shall be retroactive for employees on the County payroll when the increases are paid, and any employee who retired from 1/1/20 to date.
4. Article 6 - On Call Pay- "Commencing with the beginning of the first complete payroll period after signing the new Collective Bargaining Agreement, employees assigned to Criminal Investigations and scheduled for on-call duties and employees in the Narcotic Enforcement Unit who are assigned and scheduled for on-call duties by the Sheriff to be on-call shall receive on-call pay of \$50 per day, except employees assigned to Criminal Investigations and scheduled on Saturdays and Sundays shall receive on-call pay of \$75 for Saturdays and Sundays."
5. Article 8 - Vacation - In Sections 1A (d) and 1B(d), substitute "not less than 4 hours" for "not less than one day."
6. Article 9 - Health Insurance - In Section 1, clarify the contract language to provide for the County's existing self-funded health insurance plan for active employees, and non-Medicare eligible retirees.
7. Article 9 - Health Insurance Plan - Substitute the following for Section 1(a) through (c):  
  
"For full time employees hired before July 1, 2015, commencing September 1, 2021, the amount of the employee's contribution toward the health insurance premiums shall be increased to 18%; commencing December 1, 2021, the amount of such contribution shall be increased to 19%; and commencing December 1, 2022, the amount of said contribution shall be increased to 20%. For full time

employees hired on and after July 1, 2015, the contribution toward the health insurance premium commencing August 1, 2021, shall be increased to 21%; commencing December 1, 2021, the amount of said contribution shall be increased to 22%; and effective December 1, 2022, the amount of said contribution shall be increased to 23%.

8. Article 9 - Health Insurance - Delete Sections (e) and (f) as obsolete.
9. Article 9 - Health Insurance - Add a new Section 2(i) to confirm the existing practice at the County as follows:  

“(i) “Employee share” as used in this Article shall be the same percentage contribution as the percentage being contributed by active employees up to a maximum of 25%.”
10. Article 11 - Grievances - In Step 1, substitute “When an employee with the written consent of the PBA...” for “When an employee...;” in Step 4, substitute “the County or the PBA with the written consent of the employee” for “either party.”
11. Article 14- Miscellaneous Provisions- In section 7, increase the clothing allowance to \$775, effective January 1, 2022.
12. Article 14 - Miscellaneous Provisions - Add the following as a new Section 19:  

“All employees shall be subject to random and reasonable suspicion testing for alcohol, illegal drugs and controlled substance use and breath alcohol testing following accident/incident as set forth in Schedule C.”
13. Article 16 – K-9 Unit – In subsection (f)(iv), substitute “the higher of the Federal minimum wage rate or the New York State minimum wage rate.”
14. Article 17 - General Municipal Law Section 207-c and Schedule B - Modify Schedule B in accordance with the parties’ June 15, 2017 Settlement Agreement.
15. Article 18 - Field Recruit Training Officer - Substitute the following for the Article:  

“Upon an employee completing the training and receiving the credentials as a Certified Field Training Officer, the County will pay such Certified Field Training Officer a daily stipend of \$20.00 provided such Certified Field Training Officer is assigned by the Sheriff to act as a Field Training Officer to participate in the daily training and observations of newly hired Patrol Officers, and the Certified Field Training Officer accepts such assignment.”
16. The tentative agreement arrived at by the negotiating committees shall be subject to ratification by the members of the Police Benevolent Association Unit and the Warren County Board of Supervisors respectively.

17. There will be a side letter confirming that if the County adopts Juneteenth as a holiday, such holiday will be added to the parties' Collective Bargaining Agreement.

/s/ J. Lawrence Paltrowitz, Neg. 7/26/2021  
Warren County

/s/ Gregory T. Seeley, President 07/26/2021  
Warren County PBA