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[Signature]

**Memorandum of Agreement
Between the County of Orange, The Orange County
Sheriff and The Orange County Deputy Sheriff's
Police Benevolent Association**

This Memorandum of Agreement, entered into this 22 day of August, 2017 by and between the Orange County Sheriff and County of Orange, as a joint employer (collectively, the "County"), and the Orange County Deputy Sheriff's Police Benevolent Association (OCDSPBA), sets forth the agreement reached by parties through the process of collective bargaining for a successor collective bargaining agreement to the agreement that covered the period of October 10, 2015 - December 31, 2017.

Whereas, therefore in consideration of the natural covenant that is contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this memorandum of agreement are subject to ratification by the OCDSPBA membership, approval by the County Executive and by the Sheriff and the ratification/approval of the Orange County Legislature.
2. The signatories below agree to recommend the stipulation for ratification/approval.
3. A copy of this original document has been provided to representatives of the County, the Sheriff and the OCDSPBA.
4. All contract proposals made by any party during the course of negotiations, that are not addressed in this MOU, shall be deemed withdrawn.
5. The provisions of the Collective Bargaining Agreement in effect from October 10, 2015 – December 31, 2017 (the "Agreement") shall continue except as modified by this Memorandum of Agreement or modified by mutual agreement related to house keeping changes.

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6. Recognition (Article two)

i. Add language to paragraph (2) to read:

1. The Employer agrees that the Union shall be the sole and exclusive representative for Deputy Sheriff, Deputy Sheriff and Recruit, Deputy Sheriff and Sergeant, Deputy Sheriff Investigator, Deputy Sheriff Sergeant Investigator, Deputy Sheriff Senior Investigator and Warrant Officer, as set forth in the Certification of Representative and Order to Negotiate issued by the State of New York Public Employment Relations Board dated September 16, 1999 (a copy of which is attached hereto as Schedule A) and Undercover Investigators pursuant to the stipulation dated April 30, 2001 (a copy of which is attached as Schedule A-1).

7. Hours of Work (Article Five paragraph 5):

i. Add language to paragraph (5) five;

1. All Shift modifications shall be compensated at the rate of Fifty Dollars (\$50.00) per modification. A modification will be defined as any advanced notice, which is less than forty-eight (48) hours from the end of a Deputy's previous tour. If overtime is incurred as of a result of the modification, the employee shall not receive shift modification pay.
2. Any shift modification made based on an employee's request shall not be compensated. All employee modification requests should be made a minimum of twenty-four hours before the modification is requested.

ii. Add language to paragraph 7 sub a;

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1. Employees shall be required to use flextime for the purposes of maintaining his/her uniforms and maintaining his/her assigned vehicle in a clean and professional manner. Flextime shall not be used for any other purpose. Failure to maintain uniforms and vehicles may result in disciplinary action in accordance with article nineteen, disciplinary procedure.
2. Delete Paragraph 7 sub d, and Sub f.

8. **Vacation Leave** (Article Six)

i. Change paragraph 1 subsection c to read as follows:

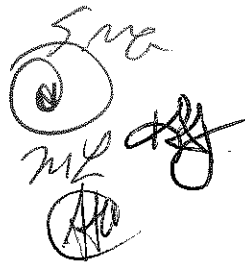
1. Vacations for the calendar year will be bid by seniority within title on or before August 1st for the following year and submitted to the PBA executive board. Vacations bids for members serving as Special Operations Group Members, which shall include Tactical Medical personnel and Crisis Negotiation Team members will be bid by seniority within title on or before July 1st for the following year and submitted to the PBA executive board. The entire schedule for vacations shall be announced by August 31st for the following year.

9. **Sick Leave** (Article Seven paragraph 2)

- i. An employee shall receive a cash payment upon retirement equal to forty percent (40%) of unused sick leave accrual in excess of one hundred sixty-five (165) days multiplied by the Final Average Salary computed by the New York State Retirement System.

10. **Bereavement Leave** (Article two):

- i. Add step-children, step-siblings and step-parents to the definition of immediate family.



11. **Overtime** (Article thirteen):

- i. Change paragraph (1), subsection (C) to read as follows:
 - 1. Effective January 1, 2019, the FLSA stipend is calculated as an employee's Base pay and Holiday pay divided by 1984 and then multiplied by 75.
- ii. 8 sub section d to read as follows:
 - 1. Effective January 1, 2018, an employee placed on an "On-Call" status shall be paid at a rate of \$60.00 per day.
 - 2. Effective January 1, 2020, an employee placed on an "On-Call" status shall be paid at a rate of \$65.00 per day.
 - 3. Effective January 1, 2022, an employee placed on an "On-Call" status shall be paid at a rate of \$70.00 per day.

12. **Seniority** (Article Seventeen):

- i. New Paragraph four to read;
 - 1. In the absence of a supervisor, any Deputy Sheriff who is assigned to fully perform the duties of a supervisory position shall be compensated at a flat rate of fifty dollars (\$50.00) per tour.

13. **Disciplinary Procedure** (Article Nineteen):

- i. Add sub section 14 to read:
 - 1. No disciplinary matters in excess of five years shall be introduced into any disciplinary process, with the exception of matters related to the drug testing policy (article thirty-four).

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14. **Health Insurance** (article twenty one):

i. Change paragraph (1) subsection (C) subsection (2) to read:

1. Effective December 31, 2017, any employees currently contributing to the payment of his/her health insurance premium shall contribute 16%, via payroll deductions. Any increase in health insurance premiums shall not exceed One Thousand Dollars (\$1,000) per calendar year.

15. **Health Insurance** (article twenty one):

i. Add to paragraph (2) subsection (i) to read:

1. Military service and creditable police service time prior to Orange County employment will be credited to the years_of service with the County of Orange solely as it relates to medical retirement benefits. This credit shall be capped at three years. The employee shall have completed a minimum of twenty-two years of service with the County before military service / creditable police service time will apply.

ii. Change Subsection (k) paragraph (2),

1. Any employee who declines and waives medical health insurance coverage as provided above shall be compensated at the rate of \$4,000.00 per calendar year, and paid on a quarterly basis for the period of time the employee declines and waives medical health insurance coverage provided by the County. In the event the employee should re-enroll in the medical health insurance plan upon a qualifying event, his/her optional buy-out shall be prorated.

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16. Education / Training Reimbursement: (Article Twenty-two):

i. Change paragraph (1) to read:

1. The County agrees to establish a fund of \$10,000.00 per year which will be used to reimburse matriculated employees with over one (1) year of service for college level courses, one benefit per degree taken at an accredited college or university. The reimbursement rate shall be the undergraduate or graduate tuition rate in effect at SUNY @ New Paltz for the semester in which the employee is applying, during the term of this agreement as follows:

ii. Change to paragraph (1) subsection (b) to read:

1. Fifty percent (50%) of the cost of tuition, mandatory registration fees, and fees for laboratory materials upon the successful completion of such course or courses as evidenced by satisfactory proof of a passing grade of "C+" or better or pass in the case of a pass/fail course.

17. New sub f:

i. Employees possessing a Bachelor's Degree shall receive an additional Four-Hundred Dollars (\$400) per annum. Payments shall be made with the clothing stipend payments.

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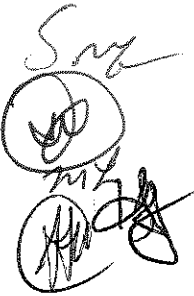
18. Education/ Training reimbursement (Article Twenty-Two):

i. Change paragraph (3) to read:

1. Effective January 1, 2019, the County authorizes the Sheriff, at his discretion, to require instruction or training in areas related to employees' duties and responsibilities as an employee of the Orange County Sheriff's Office. The Sheriff shall schedule and hold four in-service training days each year for employees that will be attended on off-duty status. Employees with less than six (6) years of service will receive a five hundred-dollar (\$500.00) stipend for each training day. Employees with more than six (6) years of service will receive a six hundred twenty-five-dollar (\$625.00) stipend for each training day. This stipend shall be the sole compensation each employee will receive for attendance at the training described in this paragraph.

2. Effective January 1, 2021, the County authorizes the Sheriff, at his discretion, to require instruction or training in areas related to employees' duties and responsibilities as an employee of the Orange County Sheriff's Office. The Sheriff shall schedule and hold four in-service training days each year for employees that will be attended on off-duty status. Employees with less than six (6) years of service will receive a five hundred-dollar twenty-five dollar (\$525.00) stipend for each training day. Employees with more than six (6) years of service will receive a six hundred fifty-dollar (\$650.00) stipend for each training day. This stipend shall be the sole compensation each employee will receive for attendance at the training described in this paragraph.

19. Salary Plan and Schedule (Article Twenty-Four):



- i. Change Paragraph 1 to read:
 - 1. Employees serving as Investigators or Special Operations Group Members, which shall include Tactical Medical personnel and Crisis Negotiation Team members, shall receive the Investigator Stipend reflected in schedule B attached hereto.
 - 2. Employees serving as Special Operations Group Members, which shall include Tactical Medical personnel and Crisis Negotiation Team members shall bid their vacation and pass days as a separate unit. Vacation bids/pass days for these employees shall take precedence over the general membership vacation bidding process. The PBA shall administer the vacation bidding process. One (1) Special Operations Group Member shall be allowed time off per shift.
 - 3. Effective January 1, 2018, the title/position of Deputy Sheriff Senior Investigator will be created and designated from either a full-time Deputy Sheriff Investigator with at least three (3) years of full-time Investigator experience or from the rank of Sergeant. A Deputy Sheriff Senior Investigator will only supervise Investigators and investigative matters. A Deputy Sheriff Senior Investigator will be compensated as reflected in schedule B attached hereto. The Sheriff agrees to maintain the current number of Sergeants, which is eleven.

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ii. Change Paragraph 5 to read:

1. Effective January 1, 2019, Canine Officers - All employees assigned to the care and handling of a canine shall receive compensation of five (5) hours overtime per pay period. The County will continue to allow the canine officer to care for and maintain the condition of the canine while the officer is on duty.

2. Effective January 1, 2021, Canine Officers - All employees assigned to the care and handling of a canine shall receive compensation of five and one half (5.5) hours overtime per pay period. The County will continue to allow the canine officer to care for and maintain the condition of the canine while the officer is on duty.

iii. New Paragraph five to read;

1. Any employee that is a New York State Certified Field Training Officer and/or assigned to the Honor Guard, Bike Unit, or Marine Unit, shall receive a five-hundred-dollar (\$500) stipend after a minimum of forty hours/ five (5) tours or any combination thereof upon completion of their specific expertise details. Employees shall only receive one stipend per year.

20. Uniforms (Article Twenty-Six):

- i. Change paragraph four to read:

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1. Effective January 1, 2018, Employees assigned full time to an investigative unit or assigned to serve in plain clothes shall receive an allowance per year of eight hundred dollars (\$800) for clothing related to their work.

2. Effective January 1, 2020, Employees assigned full time to an investigative unit or assigned to serve in plain clothes shall receive an allowance per year of nine hundred dollars (\$900) for clothing related to their work.

3. Effective January 1, 2022, Employees assigned full time to an investigative unit or assigned to serve in plain clothes shall receive an allowance per year of one thousand dollars (\$1000) for clothing related to their work.

21. **General Provisions** (Article Twenty-Seven):

- i. Change paragraph one to read:
 1. The employer agrees to furnish the PBA with an electronic copy of this agreement. The employer also agrees to provide access to this agreement on the County Website.
 2. The County, the Sheriff and the PBA agree that the contract language will be rewritten so that all parties agree on current terms and conditions of the Collective Bargaining Agreement.

- ii. Create new paragraph (13) to read:
 1. Effective January 1, 2018, Employees shall have no visible tattoos while wearing department issued uniforms. These uniforms will include short sleeve shirts and shorts.

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22. Physical Fitness Program (Article Thirty-Six):

i. Change to opening Paragraph 1 to read:

1. The parties agree that a physical fitness test will be administered each year for all employees of the unit who choose to participate. Employees who participate shall complete each category, which includes sit-ups, pushups and the run. Employees must complete a minimum of thirty percent (30%) of the Cooper Standards in each category. Employees who participate and achieve a minimum score as reflected in paragraph 3 will receive a reimbursement from a pool of money totaling eight hundred dollars (\$800.00) times the number of employees in the bargaining unit at the time of the testing.

2. Effective January 1, 2020, the parties agree that a physical fitness test will be administered each year for all employees of the unit who choose to participate. Employees who participate shall complete each category, which includes sit-ups, pushups and the run. Employees must complete a minimum of thirty percent (30%) of the Cooper Standards in each category. Employees who participate and achieve a minimum score as reflected in paragraph 3 will receive a reimbursement from a pool of money totaling eight hundred and twenty-five dollars (\$825.00) times the number of employees in the bargaining unit at the time of the testing.

3. Effective January 1, 2022, the parties agree that a physical fitness test will be administered each year for all employees of the unit who choose to participate. Employees who participate shall complete each category, which includes sit-ups, pushups and the run. Employees must complete a minimum of thirty percent (30%)


run. Employees must complete a minimum of thirty percent (30%) of the Cooper Standards in each category. Employees who participate and achieve a minimum score as reflected in paragraph 3 will receive a reimbursement from a pool of money totaling eight hundred and fifty dollars (\$850.00) times the number of employees in the bargaining unit at the time of the testing.

23. Appendix A-


- i. Effective January 1, 2019 Clothing allowance will increase to \$1000.
- ii. Effective January 1, 2021 Clothing allowance will increase to \$1100.

24. Duration – 5 years- effective January 1, 2018 through December 31, 2022

Agreed to by:



Steven M. Neuhaus
County Executive



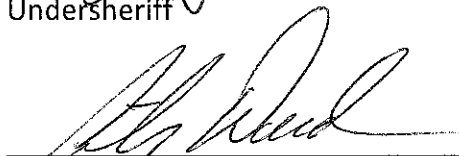
Mark Lopez
President of OCDSPBA



Kenneth T. Jones
Undersheriff



Steven M. Gross
Commissioner of Human Resources



Anthony Weed
Assistant Undersheriff

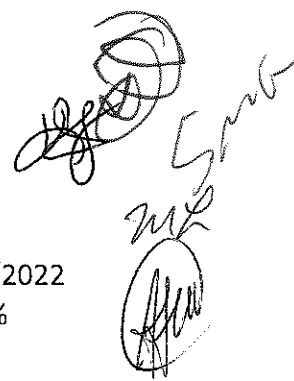


Jeremy Yela
Vice President of OCDSPBA

Schedule B

01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
1.95%	2%	2%	2%	2%

Deputy Sheriff Base Wage



Deputy Sergeant Longevity

Effective January 1, 2018, The Sergeant Salary rate at the time of Promotion shall be 3.25% higher than a 20-year Deputy base wage rate.

Investigator, Special Operation Group Members Base Wage

A Full time employee who is designated as investigator shall be paid an amount (Investigator stipend) equal to 3% above the Deputy Sheriff total pay rate then in effect for that employee.

Effective January 1, 2019,

In recognition of work performed as related to gang violence intelligence, all employees shall receive a Gang Violence Intelligence stipend equal to 2% of the base rate of pay. Effective January 1, 2021, Gang Violence Intelligence stipend will increase to 2.25% of the base rate of pay.