



Schenectady County Legislature

Committee on Rules

Hon. Richard Ruzzo, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: February 7, 2025
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Rules
Honorable Richard Ruzzo, Chair
Tuesday, February 11, 2025 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	6 A RESOLUTION RECOGNIZING AND HONORING THE SCHENECTADY COUNTY FOOD COUNCIL	The Committee on Rules	Legislator Ostrelich
R	7 A RESOLUTION RECOGNIZING AND HONORING BLACK HISTORY MONTH 2025 IN SCHENECTADY COUNTY	The Committee on Rules	Legislator McGill
R	8 A RESOLUTION TO APPOINT A PERSON TO THE BOARD OF DIRECTORS OF THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION	The Committee on Rules	
R	9 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE UNITED STATES DEPARTMENT OF JUSTICE	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	10 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY CLERK	The Committee on Rules	
R	11 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE PUBLIC DEFENDER'S UNION, ASSOCIATION OF LEGAL AID ATTORNEYS – UAW LOCAL 2325	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 2/7/2025

Reference: Rules

Dual Reference:

Initiative: R 6

Title of Proposed Resolution:

A RESOLUTION RECOGNIZING AND HONORING THE SCHENECTADY COUNTY
FOOD COUNCIL

Purpose and General Idea:

A RESOLUTION RECOGNIZING AND HONORING THE SCHENECTADY COUNTY
FOOD COUNCIL

Summary of Specific Provisions:

A RESOLUTION RECOGNIZING AND HONORING THE SCHENECTADY COUNTY
FOOD COUNCIL

Effects Upon Present Law:

None.

Justification:

A RESOLUTION RECOGNIZING AND HONORING THE SCHENECTADY COUNTY
FOOD COUNCIL

Sponsor: The Committee on Rules

Co-Sponsor: Legislator Ostrelich

LEGISLATIVE INITIATIVE FORM

Date: 2/7/2025
Reference: Rules
Dual Reference:
Initiative: R 7

Title of Proposed Resolution:

A RESOLUTION RECOGNIZING AND HONORING BLACK HISTORY MONTH 2025 IN SCHENECTADY COUNTY

Purpose and General Idea:

A RESOLUTION RECOGNIZING AND HONORING BLACK HISTORY MONTH 2025 IN SCHENECTADY COUNTY

Summary of Specific Provisions:

A RESOLUTION RECOGNIZING AND HONORING BLACK HISTORY MONTH 2025 IN SCHENECTADY COUNTY

Effects Upon Present Law:

None.

Justification:

A RESOLUTION RECOGNIZING AND HONORING BLACK HISTORY MONTH 2025 IN SCHENECTADY COUNTY

Sponsor: The Committee on Rules

Co-Sponsor: Legislator McGill

LEGISLATIVE INITIATIVE FORM

Date: 2/7/2025
Reference: Rules
Dual Reference:
Initiative: R 8

Title of Proposed Resolution:

A RESOLUTION TO APPOINT A PERSON TO THE BOARD OF DIRECTORS OF THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION

Purpose and General Idea:

A RESOLUTION TO APPOINT A PERSON TO THE BOARD OF DIRECTORS OF THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION

Summary of Specific Provisions:

Confirms the appointments for the Land Reutilization Corporation of the Capital Region Board.

Effects Upon Present Law:

None.

Justification:

Necessary to effectuate the above appointment.

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 2/7/2025
Reference: Rules
Dual Reference:
Initiative: R 9

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE UNITED STATES DEPARTMENT OF JUSTICE

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with the U.S. Department of Justice for the Byrne JAG Grant.

Summary of Specific Provisions:

Authorizes the acceptance of \$35,711 in funding and to enter into a multi-year agreement with the U.S. Department of Justice for the Byrne JAG Grant. This agreement has a term beginning October 1, 2023 and ending September 30, 2027.

Effects Upon Present Law:

None.

Justification:

The District Attorney's Office receives \$35,711 annually, per this agreement, and uses this money to fund overtime for one of the office's investigators assigned to the federal task force.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Robert M. Carney, District Attorney

Date: February 7, 2025

RE: Authorization to Enter into a Multi-Year Agreement with the U.S. Department of Justice for the Byrne JAG Grant

Attached is a memorandum from Robert M. Carney, District Attorney, requesting authorization to enter into a multi-year agreement with the U.S. Department of Justice for the Byrne JAG Grant. As part of this agreement, Schenectady County receives \$35,711 annually, which the District Attorney Office uses to fund overtime for one of the office's investigators assigned to the federal task force.

This agreement has a term beginning October 1, 2023 and ending September 30, 2027.

I recommend your approval.

County of Schenectady
Office of the District Attorney
MEMORANDUM

TO: Rory Fluman, County Manager
Gary Hughes, Chair, County Legislature
Jaclyn Falotico, Commissioner of Finance

FROM: Robert M. Carney, District Attorney *RMC*

DATE: February 4, 2025

SUBJECT: U.S. Department of Justice Byrne JAG Grant

I ask for legislative approval for the U. S. Department of Justice Byrne Fiscal Year 2024 JAG Grant. This grant, in the amount of \$35,711 funds the overtime of one of our investigators assigned to the federal task force, was awarded December 5, 2024, and has a project date range of 10/1/2023 – 9/30/2027.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		COUNTY OF SCHENECTADY, NEW YORK	
		620 STATE ST	
City, State and Zip:		6TH FL	
		SCHENECTADY, NY 12305	
Recipient UEI:		JE9WHU4NGJJ8	
Project Title: Schenectady County and City 2024 JAG Program		Award Number: 15PBJA-24-GG-04983-JAGX	
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$35,711.00		Federal Award Date: 12/5/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: O			
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
Project Period Start Date: 10/1/23		Project Period End Date: 9/30/27	
Budget Period Start Date: 10/1/23		Budget Period End Date: 9/30/27	
Project Description: The City of Schenectady will use JAG funds for investigative equipment for crime scene investigation unit's evidence collection via wet-vacuum technology that extracts cellular level material from pieces of evidence, people and places. The County of Schenectady will use JAG funds for a portion of the salary of the DA Confidential Investigator assigned to the Street Crimes Task Force which works to target and dismantle violent street gangs involved in illegal operations, drugs, gun trafficking and violence in the community.			

Award Letter

December 5, 2024

Dear Jennifer Assini,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF SCHENECTADY, NEW YORK for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$35,711.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant. ?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

COUNTY OF SCHENECTADY, NEW YORK

UEI

JE9WHU4NGJJ8

Street 1

620 STATE ST

Street 2

6TH FL

City

SCHENECTADY

State/U.S. Territory

New York

Zip/Postal Code

12305

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

12/5/24

Award Type

Initial

Award Number

15PBJA-24-GG-04983-JAGX

Supplement Number

00

Federal Award Amount

\$35,711.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14277021

Grant Manager

Farhiya Hirsi

Phone Number

202-701-4005

E-mail Address

Farhiya.Hirsi@usdoj.gov

Project Title

Schenectady County and City 2024 JAG Program

Performance Period Start

Date

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The City of Schenectady will use JAG funds for investigative equipment for crime scene investigation unit's evidence collection via wet-vacuum technology that extracts cellular level material from pieces of evidence, people and places. The County of Schenectady will use JAG funds for a portion of the salary of the DA Confidential Investigator assigned to the Street Crimes Task Force which works to target and dismantle violent street gangs involved in illegal operations, drugs, gun trafficking and violence in the community.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at

"Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all

assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements – whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVV, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award– (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the

OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implementation/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider

a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21³

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and

are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD.

Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides

guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National

Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52 Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by

established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/> download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two

additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 66

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

Condition 67

NEPA Environmental Assessment - Withholding

The recipient agrees not to expend or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and an Award Condition Modification (ACM) has been issued removing this condition.

Condition 68

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the Federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 10:27 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Chief Assistant DA

Name of Authorized Entity Official
Jennifer Assini

Signed Date And Time
1/15/2025 5:14 PM

JML 2/1

County Manager Signature

LEGISLATIVE INITIATIVE FORM

Date: 2/7/2025

Reference: Rules

Dual Reference:

Initiative: R 10

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY CLERK

Purpose and General Idea:

Provides Authorization to Create and Eliminate Positions at the County Clerks Office.

Summary of Specific Provisions:

Authorization to eliminate two vacant clerical aid positions in the County Clerk's Office and create the position of Pistol Permits Operations Manager (CSEA Grade 14)

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2025 Operating Budget to accommodate staffing changes requested by the County Clerk's office to add one (1) Pistol Permit Operations Manager (CS14) and remove two (2) vacant Clerical Aide positions.

Create/Increase Expense Code By:

A511410._01838 Pistol Permit Operations Manager (CS14/1)	\$49,600
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Increase Expense Code By:

A511410._01367 Deputy County Clerk	\$21,550
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Remove/Decrease Expense Code By:

A511410._01225 Clerical Aide (CS4/1) – 2 positions	\$71,150
--	----------

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

This change would allow for more employee growth and mobility, and would be supervisory, directly overseeing the pistol permit desk, clerk, and transactions.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Cara Ackerley, County Clerk
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: February 7, 2025

RE: Authorization to Eliminate and Create Position at the County Clerk's Office

Attached is a memorandum Cara Ackerley, County Clerk, requesting authorization to eliminate two (2) positions of Clerical Aides and create the position of Pistol Permits Operations Manager (CSEA Grade 14). As Ms. Ackerley indicates, this change would allow for more employee growth and mobility. In addition, this position would be supervisory, directly overseeing the pistol permit desk, clerk, and transactions.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



**CARA M.
ACKERLEY**
COUNTY CLERK

OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
TELEPHONE (518) 388-4220
FAX (518) 388-4224
WEB PAGE www.schenectadycountyny.gov

**JESSE
MCGUIRE**

**CARLA
SAGLIMBENI**

DEPUTY COUNTY
CLERKS

January 30, 2025

Rory Fluman
Schenectady County Manager
620 State Street
Schenectady, NY 12305

Dear County Manager Fluman:

The Schenectady County Clerk's Office has restructured various positions to not only make them more in line with daily functions, but also to allow for more employee growth and mobility. As such, we are asking to create the new position of Pistol Permit Operations Manager to oversee our pistol permit desk and transactions. This position will be supervisory and provide direct oversight to the pistol permit clerk. In congruence with our department's grade scale, we request that this position be a CSEA Grade 14. This is a budget neutral request, as we are asking to eliminate two vacant Clerical Aide positions within our office.

Please contact me if you need additional information.

Respectfully,

Cara M. Ackerley
Schenectady County Clerk

County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: February 4, 2025
SUBJECT: Budget Amendment – County Clerk Staffing Change

The Department of Finance provides the following amendment to the 2025 Operating Budget to accommodate staffing changes requested by the County Clerk's office to add one (1) Pistol Permit Operations Manager (CS14) and remove two (2) vacant Clerical Aide positions.

Create/Increase Expense Code By:

A511410._01838	Pistol Permit Operations Manager (CS14/1)	\$49,600
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Increase Expense Code By:

A511410._01367	Deputy County Clerk	\$21,550
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Remove/Decrease Expense Code By:

A511410._01225	Clerical Aide (CS4/1) – 2 positions	\$71,150
----------------	-------------------------------------	----------

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: February 7, 2025

Re: Elimination and Creation of Position in the County Clerk's Office

The Schenectady County Clerk has requested the elimination of two (2) Clerical Aide positions and the creation of the position Pistol Permit Operations Manager.

I recommend the creation of the position Pistol Permit Operations Manager at a CSEA Grade 14.

All necessary by the Civil Service Commission will occur at their February 20, 2025 commission meeting.

Thank you.

PISTOL PERMIT OPERATIONS MANAGER (HELPS)

DISTINGUISHING FEATURES OF THE CLASS: This position provides direction and leadership in the management of all operations at the Schenectady County Clerk Pistol Permit desk, including but not limited to, supervision of the Pistol Permit Clerk and the processing of all pistol permit transactions, amendments, and transfers in the Schenectady County Clerk's Office. The incumbent is also responsible for working with personnel from various policing agencies and court systems. Direct supervision is received from the County Clerk and Executive Deputy County Clerk. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES INCLUDE:

- Supervision of Pistol Permit Clerk in the interviewing, processing, and distribution of permits to qualified applicants and collects fees;
- Leads "new permit classes" instructing new permit holders on Schenectady County and New York State pistol permit rules, laws and regulations;
- Prepares files for issuing officer to review and approve/disapprove, conducts confidential investigations into background of applicants, when necessary, and carefully examines all information that requires special examination by issuing officer;
- Ensures completeness of applications in accordance with County procedure and New York State law;
- Prepares and types correspondence, emails, reports, makes appointments, sets up calendar dates receives phone calls and other electronic communications and other routine office tasks;
- Advises interested parties as to provisions of State Law regarding pistol issuance procedures, restrictions, and various legalities surrounding firearm ownership;
- Confers with County Clerk, Executive Deputy County Clerk and County Judge, as well as multiple police jurisdictions on matters involving permit issuances and revocations;
- Maintains and serves as point of contact to Pistol Permit course providers;
- Processes firearm dealer and gunsmith applications and renewals, sending necessary paperwork to appropriate government organizations;
- Maintains and operates credentialing devices, ensuring adequate inventory for all necessary components;
- Ensures Pistol Desk's compliance with all rules and regulations regarding confidentiality of sensitive records;

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of the principles and practices of pistol permit issuance, NYS Penal Law, and various laws and statutes pertaining to pistol permit possession; thorough knowledge of; comprehensive knowledge of computer operations relating to IQS permit issuance, document

scanning, reporting, and photo acquisition; excellent organizational and administrative skills; ability to follow oral and written instructions; ability to supervise the work of others; ability to proceed independently in solving difficult technical problems; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- (A) Graduation from a regionally accredited or New York State registered two year college with an associate's degree and three years of experience in pistol permit processing; OR

- (B) Graduation from high school or a high school equivalency diploma and five years of experience which shall have involved pistol permit processing; OR

- (C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.

Adopted

CSC

JC: COMPETITIVE

REQUESTED SALARY: \$56,240 (GRADE 14)

LEGISLATIVE INITIATIVE FORM

Date: 2/7/2025
Reference: Rules
Dual Reference:
Initiative: R 11

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE PUBLIC DEFENDER'S UNION, ASSOCIATION OF LEGAL AID ATTORNEYS – UAW LOCAL 2325

Purpose and General Idea:

Provides authorization for the approval of a Collective Bargaining Agreement with the Public Defender's Union, Association of Legal Aid Attorneys, UAW Local 2325 for 2025-2027

Summary of Specific Provisions:

Authorizes the approval of a Collective Bargaining Agreement with the Public Defender's Union, Association of Legal Aid Attorneys, UAW Local 2325 beginning January 1, 2025 through December 31, 2027.

Effects Upon Present Law:

None.

Justification:

Legislative approval necessary.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Christopher Gardner, County Attorney

Date: February 7, 2025

RE: Approval of a Collective Bargaining Agreement with the Public Defender's Union,
Association of Legal Aid Attorneys, UAW Local 2325 for 2025-2027

I am requesting approval of a collective bargaining agreement with the Public Defender's Union, Association of Legal Aid Attorneys, UAW Local 2325 beginning January 1, 2025 through December 31, 2027.

Mr. Gardner's memorandum provides details for the proposed agreement.

I recommend your approval.

**COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
Inter-Department Correspondence Sheet**

To: Rory Fluman, County Manager

From: Christopher H. Gardner, County Attorney *CHG*

Dated: February 7, 2025

Copies to: Geoffrey T. Hall, Clerk of the Legislature
Jaclyn Falotico, Commissioner of Finance
Sarah H. Petraccione, First Deputy County Attorney
Joe Landry, Counsel to the Legislature
Joseph McQueen, Director of Human Resources
Dennine LaPlante, Sr. Employee Benefits Admin.
Stephen M. Signore, Public Defender
Jennifer Barge, Deputy County Manager
Alissa Foster, Deputy Clerk of the Legislature
Charles Davidson, Sustainability Coordinator
Marylou Riddle, Executive Secretary to County Manager

Re: **Tentative Agreement By and Between the County of Schenectady and the Association of Legal Aid Attorneys - UAW Local 2325, for the Period January 1, 2025 through December 31, 2027**

The County of Schenectady and the Legal Aid Attorneys - UAW Local 2325 reached a tentative agreement on February 5, 2025 on a contract for the period of January 1, 2025 through December 31, 2027. A copy of this proposed agreement is attached to this memorandum. The Public Defenders Union ratified this proposed agreement on February 6th.

BACKGROUND

On April 1, 2024, the Union requested voluntary recognition from Schenectady County. The County Legislature voted 11-2 to recognize the Union at its April 11, 2024 meeting. Thereafter, there were numerous negotiation sessions held and the result is the proposed contract. The New York State Office of Indigent Legal Services has provided direct funding which will pay for the vast majority of the cost of the Public Defenders collective bargaining agreement.

Currently, there are 14 full-time attorneys and 5 part-time attorneys, and 6 vacant full-time attorney slots in the Office of the Public Defender. The parties are hopeful that this new agreement will help in the retention of current attorneys and the recruitment of new attorneys.

OVERVIEW OF THE NEW CONTRACT

A. Pay Increases

The contract provides for the following pay increases:

01-01-2025	3% + \$3,000.00 in base
01-01-2026	3.5%
01-01-2027	3.5%

B. Promotional Opportunities

The contract provides for five different promotional opportunities. Each position will receive a 10% differential, which will compensate these individuals for supervisory duties.

Chief Assistant Public Defender
Bureau Chief – City Court
Bureau Chief – County Court
Bureau Chief – Family Court
Bureau Chief – Major Crimes

C. Counsel at First Appearance (CAFA)

Each week, two public defenders are required to be on call 24 hours per day, 7 days per week, and to make all necessary court appearances. This payment increases from \$1,000.00 per week to \$1,650.00 per week.

D. Longevity Pay

The longevity pay remains the same as it was for the Public Defenders when they were not unionized.

E. Health Care

The healthcare provisions are the same as for CSEA and management employees.

F. Disciplinary Procedure

The disciplinary procedure is similar to that contained in the CSEA contract.

G. Vacation Leave and Sick Leave

These provisions are similar to the CSEA contract.

SUMMARY

The County's negotiation team consisted of First Deputy County Attorney Sarah Petraccione, Deputy County Manager Jennifer Bargy, Deputy Director of Human Resources Dennine LaPlante and myself. I would like to thank our bargaining team for their hard work, and I also want to thank County Manager, Rory Fluman for his efforts in helping us achieve a fair agreement.

Initial contracts are difficult to negotiate, and this one was no exception. The Union pushed hard to negotiate work at home, but we were successful insofar as no remote work is authorized in the contract. We also succeeded in keeping the "Existing Benefits" provision out of the contract. That provision in the CSEA contract has created numerous grievances and arbitrations over the years and it will not be in this contract.

I would also like to thank Rita Akincilar and Claire Gavin for their spirited union representation, and Lauren Mack, Matt Fatato, and Julia Palmerino from the Public Defenders Office for their hard work and common sense. Although there were a few tense moments during these negotiations, in the end common sense prevailed. This agreement will help the County fulfill its duty to provide indigent legal services in both criminal cases and family court cases.

CHG/kah
Attachment

**TENTATIVE AGREEMENT BY AND BETWEEN
THE COUNTY OF SCHENECTADY
AND
ASSOCIATION OF LEGAL AID ATTORNEYS – UAW LOCAL 2325
February 6, 2025**

LENGTH OF CONTRACT

This Contract shall be effective from January 1, 2025 – December 31, 2027

**COMPENSATION/TITLES/STEP PLACEMENT/SPECIAL RATES OF
PAY**

1. Step Placement

Attorneys hired by Employer will be given a title and placed into the Basic Salary Schedule at hire.

Initial step placement for newly hired attorneys (both full and part time) will be determined in the discretion of the County Manager, in consultation with the Public Defender and the Director of Human Resources, considering factors including, but not limited to, prior service with the County, if any, date of bar admission, years of practice outside the County in Criminal Law or other relevant areas, if any, and/or any other factors relevant to an employee's skills and/or ability to practice law. While the County Manager maintains the discretion outlined here, newly-hired attorneys will be placed, at a minimum, at a step commensurate with their date of admission to practice law in the State of New York.

Employees will be given an "anniversary date" at the time of hire, based upon this determination. This "anniversary date" shall be used only to determine step placement and advancement therethrough and shall not be used for any other purpose (such as accrual entitlements or other benefits).

Advancement to the next step shall occur on January 1st of the year following the employee's "anniversary date" determined at time of hire.

Tentative Agreement by and Between the County of Schenectady to UAW Local 2325

February 6, 2025

Page 1 of 40

Years of Service	Title	2024 Base Salaries	2025 Base Salaries (3% + \$3,000 in base)
Date of Law School Graduation – 1 year after admission	APD I	\$80,000	\$85,400
1 – 2	APD II	\$85,000	\$90,550
3 – 4	APD III	\$93,000	\$98,790
5 – 6	APD IV	\$98,000	\$103,940
7 – 8	APD V	\$104,000	\$110,120
9 – 14	APD VI	\$110,000	\$116,300
15 +	APD VII	\$115,000	\$121,450

Notwithstanding the above agreement relative to the step-placement of new hires, the parties agree on the following titles, step placement and "anniversary date" for the following existing employees at time of ratification:

Name	Title	Anniversary Date	2024 Base Salary	2025 Base Salary	Date of Next Advancement
Julia Mchale	APD 1	1/16/25	\$80,000	\$85,400	1/1/27 – APD 2
Morgan Welling	APD 2	2/20/22 (adjusted from 2024)	\$85,000	\$90,550	1/1/26 – APD 3
Sarah Schmer	APD 3	1/23/20	\$93,000	\$98,790	1/1/26 – APD 4
Michelle Walton	APD 3	1/23/20	\$93,000	\$98,790	1/1/26 – APD 4
Matthew Fatato	APD 3	5/23/20 (adjusted from 2022)	\$93,000	\$98,790	1/1/26 – APD 4
William Donovan	APD 3	6/28/20 (adjusted from 2023)	\$93,000	\$98,790	1/1/26 – APD 4
Joshua Aron	APD 4	5/31/18	\$98,000	\$103,940	1/1/26 – APD 5
Julia Palmerino	APD 4	6/26/18 (adjusted from 2019)	\$98,000	\$103,940	1/1/26 – APD 5

Adriana Vega	APD 4	4/19/18 (adjusted from 2021)	\$98,000	\$103,940	1/1/26 – APD 5
Stephan Weiss	APD 5	1/21/16	\$104,000	\$110,120	1/1/26 – APD 6
Julia Simone	APD 6	1/23/14	\$110,000	\$116,300	1/1/30 – APD 7
Katelyn Primomo- Millwood	APD 6	1/24/13	\$110,000	\$116,300	1/1/29 – APD 7
Robert Diskint	APD 7	6/29/70	\$115,000	\$121,450	n/a
Lauren Mack	APD 7	1/25/06	\$123,434	\$130,137	n/a

2. Pay Increases

(Effective 1/1 of each year)

2025	3% + \$3,000 payment in base
2026	3.5%
2027	3.5%

3. Bureau Chiefs

In addition to the above, upon ratification of this Contract, the County will convert four (4) positions within the Public Defender's Office bargaining unit into Bureau Chief positions. Under general supervision of the Public Defender and Chief Assistant Public Defender, the Bureau Chiefs will be responsible for the direction, coordination and administration of one (1) of four (4) bureaus within the Office. These positions will be created through the Civil Service Department, and in compliance with all relevant State and local Civil Service laws and rules. The Public Defender shall have the sole discretion in hiring and/or appointing of these positions.

The titles shall be:

Title	Compensation
Bureau Chief – City Court	10% of Base Salary
Bureau Chief – County Court	10% of Base Salary
Bureau Chief – Family Court	10% of Base Salary
Bureau Chief – Major Crimes	10% of Base Salary

4. Chief Assistant Public Defender

In addition to the above-listed titles, upon ratification of this Contract, the County shall create one (1) position of Chief Assistant Public Defender. Under general supervision of the Public Defender, the Chief Assistant Public Defender shall have additional administrative and supervisory authority. The Public Defender shall have the sole discretion in hiring and assigning the duties of this position.

Title	Compensation
Chief Assistant Public Defender	10% of Base Salary

All parties herein recognize that notwithstanding the above, at the time of ratification of this Contract by the County Legislature, the title of Chief Assistant Public Defender is currently held and shall continue, upon ratification, to be held by Lauren Mack, who shall maintain her 2024 base salary of \$123,434.00.

5. Part Time Employees.

Newly hired part time Employees shall be given a "part time designation" at their time of hire (e.g. 3/5, 4/5, 9/10), to be determined in the discretion of the County Manager, in consultation with the Public Defender and the Director of Human Resources. Part time employees' salaries shall then be prorated by multiplying their "part time designation" by their "step placement designation", as outlined in proposal #10. Part time Employees shall receive the above percentage wage increases of their prorated salary.

Notwithstanding the above relative to new hires, the parties agree on the following titles, step placement, designation, salary and "anniversary date" for the following existing part-time employees at time of ratification:

Name	Title	Anniversary Date	2024 Base Salary	Designation
Paul Callahan	APD VII	7/7/76	\$69,000.00	3/5
Steven Kouray	APD VII	2/18/76	\$69,000.00	3/5
Joseph Litz	APD VII	1/30/85	\$103,500.00	9/10
John Della Ratta	APD VII	6/25/96	\$92,000.00	4/5
Eric Galarneau	APD VII	1/27/98	\$92,000.00	4/5

6. Counsel at First Appearance

Employees will receive a one-time payment of One Thousand (\$1,000) Dollars for being on-call during their assigned CAFA week, regardless of time worked. In addition, and in recognition of the increased workload assigned by the Courts to the Public Defender's Office, attorneys in the Public Defender's Office only shall receive an additional **Six Hundred Fifty Dollars (\$650)** ("Public Defender Differential") for being on-call during their assigned CAFA week.

If an Employee is called into court to appear on Christmas Day, New Year's Day, Thanksgiving, Independence Day and/or Memorial Day, that Employee shall receive an addition One Hundred (\$100) Dollar payment.

7. Longevity

All Employees shall, beginning after ten (10) years of service with the County (based on their Date of Hire), be entitled to a cash payment (gross) representing years of service, as follows:

Years of Service with the County	Total Amount of Annual Longevity Payment (for 2024*)
After 10 years	\$3,001
After 15 years	\$6,002
After 20 years	\$9,003
After 25 years	\$12,004
After 30 years	\$15,005
After 35 years	\$18,006

*These numbers shall increase each year, by the negotiated wage increases contained in Number 2 above.

The amount shall be paid on a prorated basis in the employee's weekly paycheck, commencing on the anniversary of the Employee's date of hire.

Each such cash payment shall be subject to all required deductions (Federal, State, Social Security) and any other such deductions as the law may require.

The purpose of the cash payments is to recognize longevity, and to sever and isolate longevity from the normal increment tables.

All provisions in this Agreement inconsistent with the declared purpose of this provision shall be changed to reflect consistency with this provision.

Part time employees shall receive a prorated amount based upon their part time designation.

NON-MONETARY PROVISIONS

8. Management Rights

“Except as limited by other provisions of this Agreement or by law, all of the authority, rights and responsibilities possessed by the County are retained by it”

9. Mandatory Subject of Bargaining and Notification of Changes

The County acknowledges that it has an obligation to negotiate certain terms and conditions of employment which, as defined by the Taylor Law and the Public Employment Relations Board, are deemed to be mandatorily negotiable. The County agrees to comply with its obligations thereunder.

All matters not specifically defined by the Taylor Law and/or other relevant law as mandatorily negotiable, and those that are inherently and fundamentally related to the primary mission of the public employer, shall be considered non-mandatory subjects of bargaining and need not be negotiated with the Union. For all such matters, the Employer shall notify the Union at least seven (7) days in advance of any change in working method or working condition, except where such change is required because of an emergency or major disaster over which the Employer has no control.

10. Paid Family Leave for Bonding with a Newly Born, Adopted or Foster Child

All bargaining unit members who meet the eligibility criteria as set forth by the Human Resources Department shall be eligible for up to six (6) weeks (Thirty (30) work days) of paid leave, at their regular salary, for the purpose of bonding with a newly born, adopted or foster child.

Only those unit employees who are full-time, and have been employed on a full-time basis for at least one (1) year, shall be eligible for this leave.

Leave may be taken on an intermittent basis but must be taken in full day increments.

Health insurance coverage shall continue during this leave.

Such leave can only be taken once per calendar year.

Subject to the policies and procedures set forth by the Human Resources Department.

11. Progressive Discipline

1. It is the mission of the Employer to provide necessary legal services to the residents of Schenectady County. In order to provide such services, it is understood and agreed that the Employer must guide and direct its workforce. The Employer hereby agrees that, while directing its work force, discipline shall be applied progressively, and only for just cause. However, it is hereby understood and agreed amongst the parties that certain violations (e.g. physical violence toward other staff or clients, malpractice, professional misconduct, theft, insubordination or other misconduct) may warrant immediate suspension and/or discharge.

2. The process of progressive may include counseling memoranda, written reprimands and charges and specifications. It is understood and agreed that formal discipline shall be begin with a written reprimand. Counseling memoranda shall not be considered formal discipline The purpose of a Counseling Memo is to put an employee on notice of violations of policy and/or rules and/or performance deficiencies, and to provide the employee with a specific improvement plan that is intended to correct the behavior. An employee shall be entitled to the right to Union representation during all formal disciplinary action.

3. Counseling Memoranda, Written Reprimands and Charges and Specifications shall remain in an employee's personnel file throughout their employment.

4. An employee may use the grievance process to appeal the issuance of Charges and Specifications. In the event of termination or suspension, the Union may opt to waive Steps One (1) and Two (2) of the Grievance Procedure outlined herein, and may move directly to Step Three (3), arbitration.

5. All formal discipline must be commenced within one (1) year from the date of the offense, or from the date upon which the Employer gained knowledge of the offence, whichever is later.

6. A law graduate who fails to pass the bar examination one (1) time while working for the County shall not be terminated based solely on that failure.

7. PROBATIONARY PERIOD OF EMPLOYMENT:

- a. All newly hired employees shall serve a probationary period of employment. The term of such probationary period shall be not less than eight (8) weeks and not more than twenty six (26) weeks.**
- b. Law graduates shall remain on probation from date of hire until at least twenty six (26) weeks after their date of admission to practice in New York State, whichever is later.**
- c. Any periods of authorized or unauthorized absence aggregating up to 10 work days during the probationary term, may, in the discretion of the County Manager, be considered as time served in the probationary term. Any such periods of absence not so considered by the County Manager as time served in the probationary term, and any periods of absence in excess of periods considered by the County Manager as time served in the probationary term, shall not be counted as time served in the probationary term. The minimum and maximum periods of the probationary term of any employee shall be**

extended by the number of work days of his/her absence which are not counted as time served in the probationary term.

- d. The purpose of this probationary period is to allow the employee to adjust and learn, and to allow the Employer to evaluate the employee's performance and ability to satisfactorily perform the duties of the position. If the conduct or performance of a probationer is determined by the County Manager, in consultation with the Public Defender, to be unsatisfactory, his/her employment may be terminated at any time after the completion of the minimum period of probation, and on or before the completion of the maximum period of probation, without resort to the full grievance procedures or other protections of the Agreement.
- e. In the event the Union disagrees with the County Manager's decision to terminate a probationer, the Union may file a grievance pursuant to the grievance procedures contained in this Agreement. However, the determination at Step Two (2) of that procedure shall be binding on all parties, and the Union may not proceed to Step Three (3) ("Arbitration")¹.
- f. It is agreed that as of the date of ratification of this Agreement, all employees hired on or before 6/17/2024 shall be considered to have successfully completed their probationary period of employment and have achieved permanent status.

8. Prior to the issuance of formal discipline, the Employer shall conduct a full and fair investigation, including but not limited to permitting the employee who is the potential subject of disciplinary action the opportunity

¹ For clarity, this language will be reiterated in the tentatively agreed-upon County Proposal #44 (Union Proposal Article 17) – Grievance Procedure: Step Three (3) – Arbitration – If the Union is not satisfied with the written decision at Step 2, the Union may, within ten (10) business days of receipt of said written decision, file a Demand for Arbitration. Grievances related to probationary terminations are expressly excluded from this step, and all decisions at Step Two (2) related thereto shall be binding upon the parties.

to make statements in his/her defense, and to have a Union representative present during all times.

12. Grievance Procedure

Except as otherwise provided herein, the following grievance procedure shall apply to disputes arising out of this Agreement:

1. Initiation of Grievance – Grievances must be filed in writing within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) calendar days from when the event, with reasonable diligence, should have become known. The written statement must be sufficient to give notice that the matter is being grieved and should clearly articulate the issue(s) grieved, the relevant contract provision(s), and the relief sought.

- o **Step One (1) – Public Defender** – The aggrieved, within ten (10) calendar days of the event giving rise to the grievance, or within ten (10) calendar days from when the event, with reasonable diligence, should have become known, shall present the grievance to the Public Defender. The parties shall seek resolution through discussion among the aggrieved employee, their Union representative, or, in the appropriate case, the Union as the aggrieved party, the Public Defender and/or his designee. Upon consent of all parties, this step may be skipped and the grievance may be filed in the first instance under Step Two (2).

- o **Step Two (2) – County Attorney** - If the grievance is not settled in the First Step, the Union may, within ten (10) business days of the meeting at Step One (1), file a written appeal to the County Attorney's Office, with a copy to the Public Defender and the County Manager. The County Attorney shall notify all parties of the time and place when an hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such a hearing shall be held within ten (10) business days of receipt of the written appeal submitted under this sept. Following the hearing, the County Manager or his or her

designee will issue a written decision within twenty (20) business days.

- o **Step Three (3) – Arbitration** – If the Union is not satisfied with the written decision at Step 2, the Union may, within ten (10) business days of receipt of said written decision, file a Demand for Arbitration. Such Demand shall be filed with the New York State Public Employment Relations Board (PERB), with copies to the County Manager and County Attorney. Such Demand shall clearly state the names of the grievant(s) or class of grievants, and shall also clearly state which, if any, provisions of the Contract are alleged to be violated, and have attached to it a copy of the grievance and all prior County responses. Failure to comply with all requirements herein shall result in the matter being deemed closed. Within ten (10) working days after notification from PERB of receipt of filing receipt of a list of arbitrators from PERB, the parties shall agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment from the arbitrator, the parties will then be bound by the rules and procedures of PERB. The arbitrator's award will be final and binding on all parties. The Union and Employer will share equally in any costs of grievance arbitration.

2. All time frames prescribed herein may be extended by mutual written consent of the parties.

3. If the Union fails to file within the allotted time, the grievance will be deemed resolved by the Employer's most recent position. If Employer fails to respond within the allotted time, the Union may move the grievance to the next level within ten (10) business days of the Employer's failure to respond.

4. The arbitrator's award will be final and binding on all parties. The Union and Employer will share equally in any costs of grievance arbitration.

5. Exclusive Remedy. No employee will have the right to independently institute or pursue any grievance or arbitration based upon this Agreement, the right of action being limited to the Union and Employer, and any agreement or adjustment between the Union and Employer with respect to such disputes will be final and binding upon the employee.

13. Workload

Employer shall continue to make reasonable efforts to recruit and maintain staff with the goal that employee caseload limits will align with the guidelines established by Indigent Legal Services. The parties herein agree to hold Labor Management meetings between the Union and the Public Defender for the purpose of *meeting and conferring* on matters related to hiring, workload and case distribution.

It is agreed that any and all decisions related to job/case assignment are a ultimately a management right and prerogative.

14. Hiring

The Public Defender may, in his or her sole discretion, allow representatives of the Union to participate in the hiring process, to the extent and in the manner as deemed appropriate by the Public Defender.

The parties herein agree to hold Labor Management meetings between the Union and the Public Defender for the purpose of *meeting and conferring* on matters related to hiring, workload and case distribution.

The County shall provide the Union with information related to open positions and job postings when requested by the Union.

It is agreed that any and all decisions related to hiring are ultimately a management right and prerogative.

15. Part-Time Employees – Rates and Benefits

1. Step Placement/Anniversary Date/Pay

Effective upon ratification of this contract, all part time employees shall be given a title and step placement just like full time employees. The parties hereby agree to

the following titles, part time designations, anniversary dates and salaries for existing part time employees:

	Date of Hire w/ County	"Anniversary Date" for Step Advancement	Designation	Salary
Joseph Litz	1/1/87	1/30/85	9/10 of APD VII	\$103,500.00
Paul Callahan	4/29/24	7/7/76	3/5 of APD VII	\$69,000.00
John Della Ratta	5/10/04	6/25/96	4/5 of APD VII	\$92,000.00
Eric Galameau	6/17/24	1/27/98	4/5 of APD VII	\$92,000.00
Steven Kouray	5/20/24	2/18/76	3/5 of APD VII	\$69,000.00

2. Part Time Employees (Existing and Future) shall receive the following benefits:

- **Wage Increases:** Part-time employee salaries shall increase each year by the percentage wage increases
- **Step Advancement:** All existing part-time employees (as of 8/16/2024) have reached the final step (APD VII) and therefore will not advance in steps. New part time employees shall be placed in the appropriate step in the same manner as full time employees, and shall advance through the steps in the same manner.
- **Longevity:** Part-time employees shall receive a prorated amount of longevity based upon their part time designation
- **Mileage:** Part-time employees are entitled to mileage reimbursement.
- **Phones:** Part-time employees are entitled to work phones

- **Health Insurance:** Part-time employees shall be entitled to full health insurance benefits (including gym reimbursement) based upon their date of hire with the County.
- **Holidays:** Effective upon date of ratification of this Contract, all part time employees who are scheduled to work on a holiday shall receive a prorated amount of holiday pay based upon their part time designation.
- **Vacation & Sick:** Part time employees shall receive a prorated amount of vacation and sick accruals based upon their date of hire and their part time designation.
- Part-time employees shall not be entitled to the following full-time benefits: BI-annual Bar Registration, Bar Membership Fees and CLE Reimbursement.

REMAINING HEALTH INSURANCE PROVISIONS

COUNTY PROPOSAL # 25 (Union Proposal Article 14 – Section 2(A)) – HEALTH INSURANCE - COPAYS

A. Benefits to be provided shall include Empire Blue Cross Blue Shield PPO Plan (now known as Anthem Blue Cross and Blue Shield) and the MVP POS plan.

i. The Co-Pay for MVP and Empire Blue Cross shall be:

Telemedicine	\$5.00
Office Visits	\$20.00
Urgent Care	\$30.00
Emergency Room	\$100.00

ii. All unit members shall have the option of choosing either the Anthem or MVP plan upon hire and throughout their career.

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COUNTY PROPOSAL # 26 (Union Proposal Article 14 – Section 2(B))– HEALTH INSURANCE – EMPLOYEE CONTRIBUTION RATES

The Employer agrees to cover at its full expense, subject to negotiated contribution rates, all eligible employees/retirees and their families as follows:

<i>Date of Hire with County</i>	<i>Employee Contribution Rate (Individual Plan)</i>	<i>Employee Contribution Rate (Family Plan)</i>
After <u>2/16/1990</u> and before <u>1/1/1997</u>	0%	0%
On or after <u>1/1/1997</u> and before <u>6/9/2004</u>	10% of the full cost to the County	10% of the full cost to the County
On or after <u>6/9/2004</u> and before <u>6/15/2011</u>	10% of the full cost to the County	10% of the full cost of the Individual Plan + 20% of the differential between the cost of individual coverage and family coverage
On or after <u>6/15/2011</u> and before <u>4/8/2014</u>	10% of the full cost to the County	20% of the full cost to the County
On or after <u>4/8/2014</u>	20% of the full cost to the County	20% of the full cost to the County

COUNTY PROPOSAL # 28 (Union Proposal Article 14, Sections 2(D), (E) and (F)) – HEALTH INSURANCE – CARVE-OUT OF PRESCRIPTION DRUG BENEFIT FOR THE EMPIRE BLUE CROSS BLUE SHIELD PPO (NOW KNOWN AS ANTHEM BLUE CROSS AND BLUE SHIELD) AND MVP

Schenectady Meds II Prescription Cost Containment Program:

1. This Program will be the only drug program for all employees and non-Medicare eligible retirees (except as provided in "Section 9 – Retiree Health Insurance" below) with either Empire Blue Cross Blue Shield PPO (now known as Anthem Blue Cross and Blue Shield) and/or MVP Health Insurance coverage.

- a. The parties agree that prescription drugs shall be carved out from the Anthem and MVP Health Plans and administration shall be managed by ProAct as the U.S. Pharmacy Benefit Manager and CanaRx as the Canadian Pharmacy Benefit Manager.
- b. All employees shall be provided prescriptions through one of three options ("A", "B", or "C"). The employee is free to utilize any option:
 - i. **Option A:** Fill the prescription for maintenance medication through the Schenectady Meds Mail Order Program (CanaRx Services, Inc.). There is no co-payment for medication provided under this option. This Program will provide an eighty-seven or ninety day supply.

All Brand Name \$0 co-pay

- ii. **Option B:** Fill the prescription through the Schenectady Meds Mail Order Program (ProAct.). This program will provide a ninety day supply with the following co-pays:

Generic	\$10 co-pay
Preferred Brand	\$40 co-pay
NonPreferred Brand	\$80 co-pay

If Option A is available and the participant chooses Option B, then the co-pays shall be \$60 for a ninety day supply for preferred brand and \$80 for non-preferred brand drugs.

- iii. **Option C:**
 - 1. If the prescription is not available through Option A or Option B, or is short-term (i.e. prescription is for 30 days or less, non-refillable), and the employee so chooses,

the prescription may be filled by a local pharmacy or other provider with:

Generic	\$5 co-pay
Preferred Brand	\$20 co-pay
Non-Preferred Brand	\$40 co-pay

2. If the prescription is available through Option A or Option B, the prescription still may be filled by a local pharmacy or other provider with a co-pay of \$60 for a thirty day supply

Generic	\$60 co-pay
Preferred Brand	\$60 co-pay
Non-Preferred Brand	\$60 co-pay

- c. For those employees who are required to pay for a portion of their health care benefits, the calculation will continue to be made including the cost of the prescription benefit.
- d. In implementation of this prescription drug program, there shall be a one-time waiver of penalty co-pays for each recipient. Penalty co-pays shall also be waived for short- term initial prescriptions of less than 30 days, which are a bridge to mail order prescriptions under Option A or B.
- e. The County may choose a new Pharmacy Benefit Manager.
- f. Schenectady County shall retain the right to revert to the Canadian Drug Plan, if the County determines that it is financially advantageous.

COUNTY PROPOSAL # 30 (Union Proposal Article 14, Section 2(J)) – HEALTH INSURANCE – BONUS WAIVER OF HEALTH INSURANCE BENEFITS

Any County employee, except as provided herein in this section, who provides proof of adequate insurance to the County Personnel Administrator and who

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executes a waiver of their right to insurance under this Collective Bargaining Agreement shall receive a bonus in the second full pay period of January following the calendar year during which insurance coverage was waived. The bonus shall be \$2,000 for waiver of individual coverage and \$4,000 for waiver of family coverage. This bonus shall be pro-rated for the period during which health insurance coverage was actually waived.

This bonus provision shall not apply in situations in which two (2) family members (such as both a husband and wife, or a parent and a child) are County employees, except to the extent set forth in the following provision, proposal #34, entitled Dual Enrollment of Spouses. Two-person coverage shall be considered family coverage for bonus purposes.

An annual opt in/opt out period for this bonus will be held in conjunction with the health insurance open enrollment. Exceptions will be made for individuals who experience an IRS Section 125 qualifying event.

COUNTY PROPOSAL # 31 (Union Proposal Article 14, Section (2)(K)) – HEALTH INSURANCE – DUAL ENROLLMENT OF SPOUSES

Annually, notwithstanding any other provision of this agreement, where both husband and wife are each County employees or retirees, they are required to enroll in the same healthcare plan, which shall be determined by the choice of the spouse with the earlier date of hire. Nothing herein shall adversely impact upon the employee's eligibility for health insurance in retirement. Each dual-enrolled couple shall be provided their choice of one of two options in recognition of the cost-savings to the County of this measure:

Option A - Under this option, each spouse shall receive a \$150 contribution to their flex-spending medical plan. Additionally, any spouse, who otherwise be required to contribute for the cost of their health insurance, shall no longer be required to contribute; or

Option B - Under this option, each couple shall receive 50% of one bonus waiver provided under Article XIV.

COUNTY PROPOSAL # 37 (Union Proposal Article 18, Section 8) – RETIREE HEALTH INSURANCE

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Retirees will maintain the same Health Care coverage as active employees until they become Medicare eligible.

COUNTY PROPOSAL # 38 (Union Proposal Article 18, Section 8) – RETIREE HEALTH INSURANCE – MEDICARE ADVANTAGE PLAN (MAP)

All health insurance benefits in retirement for retirees who are eligible for Medicare shall be the Medicare Advantage Plan offered by the County, which is currently (as of 8/14/2024) the MVP USA Care Buy-Up \$10 with Part D Prescription Drug. Subject to change.

COUNTY PROPOSAL # 39 - (Union Proposal Article 18, Section 8) RETIREE HEALTH INSURANCE – EMPLOYEE CONTRIBUTION

All employees hired on or before June 8, 2004 shall receive zero cost health and prescription insurance coverage for employee and dependent for life.

Employees hired after June 8, 2004, shall receive retiree health benefits under the following terms:

Years of Service with County on Date of Retirement	Employee	Dependent
20 years or more	Full health insurance coverage for life of employee.	Full health insurance for life of employee. Upon death of the retiree, coverage shall continue for three (3) full months. Thereafter, Dependent may purchase coverage at group rate.
15 – 19 years	Full health insurance coverage for life of employee.	Coverage may be purchased at the group rate. Once Dependent has enrolled in the plan, and subsequently drops coverage by not making timely monthly payments, the Dependent may not rejoin.

10 – 14 years	May purchase full health insurance coverage for employee only at 50% of group rate.	No coverage.
Less than 10 years	May purchase full health insurance coverage for employee only at the group rate.	No coverage.

COUNTY PROPOSAL # 40 (Union Proposal Article 18, Section 8) – RETIREE DENTAL INSURANCE

Retirees have the right to purchase dental insurance identical to that provided for all County employees, upon payment to the County (in advance) of an amount equal to that paid by the County to its Administrator (carrier) for such coverage.

The option to purchase dental insurance shall be made by the retiree coincident with the termination of such coverage as an employee. Failure to elect coverage within thirty (30) days of termination of County coverage (as an employee), or failure to maintain coverage for any thirty (30) day consecutive period after election of optional dental coverage shall permanently terminate such coverage (option).

COUNTY PROPOSAL # 41 (Union Proposal Article 18, Section 8) – SPOUSAL HEALTH INSURANCE UPON DEATH OF RETIREE

Notwithstanding any other provision of this or prior agreements, any retired employee who dies, and who was receiving health insurance benefits during retirement, and who was Medicare eligible, shall pass along to their surviving spouse the right to receive individual health insurance coverage for the remainder of their life, so long as the surviving spouse is Medicare eligible, at no cost to the surviving spouse, for the County Medicare Advantage Plan offering which is the lowest cost plan as determined by the County. The surviving spouse shall have the option to participate in other MAP offerings so long as the surviving spouse pays the differential cost between the lowest cost plan and the chosen plan.

COUNTY PROPOSAL # 43 (Union Proposal Article 16) – LAYOFFS

In the unlikely event that economic retrenchment becomes necessary, the Employer will ensure that bargaining unit members are laid off in inverse order of seniority, based upon date of hire with the County, in compliance with Section 80 of the NYS Civil Service Law.

UAW Representatives shall be informed prior to any and all anticipated layoffs. At the request of the Union, Union and Management may meet at least 30 days in advance of the implementation date, or as soon thereafter as possible. In the course of such discussions, the Employer will provide the Union with relevant information related to the Employer's decisions.

Management will provide notice of 60 days in advance of the implementation date, or whenever the Employer knows, whichever is greater.

In the event of layoffs, the Employer shall comply with Section 81 of the Civil Service Law for purposes of recall and the establishment of a preferred list.

COUNTY PROPOSAL #2 (Union Proposal "Article 1") – Applicable Law

"The Public Employment Act, the other provisions of the Civil Service Law, and the Local Laws of the COUNTY OF SCHENECTADY, hereinafter known as the "EMPLOYER," and not inconsistent with said Act and the Civil Service Law, which govern the terms and provisions of the Agreement, shall apply."

COUNTY PROPOSAL #3 (Union Proposal 2.1) – Union Recognition

"In accordance with the Voluntary Recognition Agreement approved by the Schenectady County Legislature on April 9, 2024 and signed by the parties on April 10, 2024, Schenectady County hereinafter referred to as "Employer" recognizes the Association of Legal Aid Attorneys, UAW Local 2325 (AFL-CIO) ("Union" or "ALAA") as the exclusive collective bargaining representative of all full-time and part-time employees of Schenectady County in the following classifications: Assistant Public Defender I, Assistant Public Defender II, Assistant Public Defender III, Assistant Public Defender IV, Assistant Public Defender V, Chief Assistant Public Defender, and all other law graduates and attorneys in the

Department of Public Defender excluding the Public Defender (“Bargaining Unit” or “Employees”).”

COUNTY PROPOSAL #4 (Union Proposal 2.2) – Union Information

“The Employer agrees to furnish ALAA a complete listing of the names, work locations, job titles, phone numbers, email addresses, and other relevant information of all the employees in the bargaining unit on a quarterly basis. This listing shall be provided as soon as practicable following the first of the new year. In addition, ALAA will be provided on a monthly basis a listing of all personnel changes occurring within the Department of Public Defender during each monthly period.

On or before March 1st of each year, all employees will be furnished a memo by the Employer which will indicate their accumulated and unused sick leave, personal leave and vacation days due as of January 1st of that year. All new employees are also to be furnished with a memo from the Employer within thirty (30) days of their employment indicating their rate of pay, grade, classification, and step. Existing employees will also be advised in writing by the Employer whenever there is a change of salary, classification, grade or experience step during the course of their employment within fifteen (15) working days after the approved change. Employees may, upon written request to the Civil Service Department, make inquiry as to their salary classification, grade, experience step and longevity information. Such forms shall be made available to employees by the Department of Civil Service.”

COUNTY PROPOSAL #5 (Union Proposal 2.3) – Dues and Fees

“Any Bargaining Unit Member may authorize the Employer to deduct from their paycheck(s) and forward to the Union all dues, initiation fees, credit union, political action, other assessments and/or agency fees. Such authorization will be effective until revoked, in writing, by the signer thereof.

Should the law change and allow for union security provision, thirty days after the effective date, all Bargaining Unit Members must, within thirty (30) days of hire, pay the current dues and initiation fees or, where applicable current service fees to the Union, and any interest charges that may be set by the Union for late

payment of dues or service fees. Upon the Union's written request, the Employer will discharge any Employee who fails to pay such dues, fees or interest, after the Union has given at least two (2) weeks written notice, by certified mail, to the delinquent Employee and to Employer."

COUNTY PROPOSAL #6 (Union Proposal 2.4) – Union Activities

"The Union will have reasonable use of Schenectady County meeting space and means of communications, upon reasonable prior notice to and approval from Employer, subject to the demands of the practice. Employer recognizes the right of the Union to designate Union representatives pursuant to Union by-laws. The Union may designate up to three (3) Union representatives who shall be permitted to devote reasonable periods of time during normal working hours to administer this Agreement and present any grievance pursuant to the process set forth herein. Employer will provide 10 days paid release time annually for delegate training and for other Union functions and training activities; subject always to such Union representatives otherwise adequately performing their jobs. Such time off shall be granted to the three (3) designated Union representatives upon request made to his or their immediate supervisor, such request to include a reasonable estimation of the amount of time such activity shall take, but only after consideration of such Union representative's job responsibilities. Upon such consideration and grant of time off, the Union representative will suffer no loss of pay. Additionally, the Employer will grant each union member one (1) hour of release time monthly for union meetings.

A leave of absence for a period not to exceed 3 years shall be granted to Employees with 1 or more years of bargaining unit seniority in order to accept a position with the Union. Upon the completion of the 3 years leave for Union business, the Employee shall be allowed to renew the union leave annually for an unspecified period of time. The employee shall retain all seniority rights."

COUNTY PROPOSAL #8 (Union Proposal Article 4) – Presence of Union Representatives

Employees may exercise their right to the presence of a Union representative during any questioning which could reasonably lead to disciplinary action, up to and including the issuance of discipline. This right does not exclude management

staff from engaging in regular, daily, supervisory conduct. Employees may be permitted a reasonable amount of time to obtain union representation, but may not be permitted to delay meetings longer than twenty four (24) hours for this purpose.

COUNTY PROPOSAL # 12 (Union Proposal 5.6) – Night Court

Full-time employees who appear in night court shall be permitted to request to flex their schedule an amount equal to the time worked during the night court appearance, subject to approval of the Public Defender, which shall not be unreasonably withheld. Employees must notify the Public Defender, or his designee, in writing of which day they are requesting to flex. There shall be no limit to the accrual of flex time, but it may not be used for consecutive days.

COUNTY PROPOSAL #14 (Union Proposal 6.1) - Mileage

All employees required to use their own vehicles on County business will be compensated at the rate as is the rate allowed by the Internal Revenue Service. Employees will be reimbursed for all portal-to-portal travel (e.g. office to court, etc.).

The County and the Union have agreed upon the following amounts for town court travel:

Town Court:	Mileage:
Princetown	6.5 miles one way /13 miles roundtrip
Duaneburg	12.6 miles one way/25.2 miles roundtrip
Niskayuna	3.5 miles one way/7 miles roundtrip
Rotterdam	4.3 miles one way/8.6 miles roundtrip
Glenville	5.8 miles one way/11.6 miles roundtrip
Scotia	1.6 miles one way/3.2 miles roundtrip

COUNTY PROPOSAL #15 (Union Proposal 6.3) – Phones

The Employer shall provide all bargaining unit members (full and part time) with a work cell phone, at the employee’s option.

In the alternative, employees may opt to waive the Employer-provided phone, and will instead receive a stipend of Thirty Dollars (\$30) per month toward the cost of their personal cell phone.

Employees shall comply with the County's Mobile Device Policy at all times when using the Employer-provided phone.

COUNTY PROPOSAL # 16 (Union Proposal 6.4) – Bar Registration

The Employer shall reimburse full-time employees for their biannual bar registration fee and renewal, as well as one (1) bar association membership per year up to a maximum of \$250.

Part-time employees shall not be entitled to this benefit.

COUNTY PROPOSAL #17 (Union Proposal 6.5) – Holidays

All full-time employees covered by this Agreement shall be granted the following legal holidays:

New Year's Day	Labor Day	Thanksgiving
MLK Day	Columbus Day	Day After Thanksgiving
Washington's Birthday	Election Day	Christmas Eve
Memorial Day	Veteran's Day	Christmas Day
Independence Day	Juneteenth	

All full-time employees, in order to qualify for a paid legal holiday, shall be required to work the last scheduled day before the holiday and the first scheduled day after the holiday, unless on approved, paid leave through the utilization of sick leave, vacation leave, personal leave or bereavement leave.

When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the holiday.

Christmas Even & Christmas Day Holiday Observance:

- Christmas Eve Friday – days off shall be Thursday, Friday, Saturday, Sunday

- Christmas Eve Saturday – days off shall be Friday, Saturday, Sunday and Monday
- Christmas Eve Sunday – days off shall be Saturday, Sunday, Monday, Tuesday

If any County Employees are granted an additional holiday, all County Employees shall be granted equal compensatory time off

Full-time employees required to work a holiday shall be compensated at their regular rate of pay for the full day, and shall receive a substitute day off, to be banked in a “holiday” bank. The holiday bank shall be administered in the same way as the “vacation” bank, for purposes of carry over and payout upon termination.

Part time employees who are scheduled to work on a holiday shall be entitled to a prorated amount of pay for the holiday, based upon their part time designation.

COUNTY PROPOSAL #18 (Union Proposal Article 7) – Vacation

All full-time employees shall be granted a vacation period in accordance with the following schedule (after 1 full year of employment, vacation accruals are granted on January 1st of each year for all employees):

Years of Service with County	Vacation Days
Date of Hire	5
After 6 months of employment	5
On the 1 year anniversary of the employee’s date of hire	5
On the next January 1 st following the completion of 1 year of employment	15
After 10 years	20
After 15 years	21
After 16 years	22
After 17 years	23
After 18 years	24
After 19 years	25
After 25 years	30

New employees shall accumulate five (5) days of vacation from the date of hire, and may use those days immediately, subject to Department Head approval, which shall not be unreasonably denied.

Employees who terminate service with the County after one (1) full year of employment will be entitled to cash money for the unused vacation to which they are properly entitled. Employees who terminate service with the County less than one (1) full year after their date of hire, shall not be entitled to cash money for any unused vacation awarded during the first year.

When an employee dies while in the service of the County, the County Commissioner of Finance is authorized to pay the employee's designated beneficiary, or the estate if no beneficiary is designated, the monetary equivalent of any unused vacation credits to which the deceased employee would have been entitled.

All full-time employees eligible to earn vacation may carry over a minimum of four (4) weeks of vacation time into the following year, or whatever they earned in the previous year, whichever is greater. All vacation time used each year will be considered to have been taken in the following order:

- 1. Accumulated (carry over) vacation credited.**
- 2. Current vacation time credited for the current year.**

Choice of vacation shall be extended on the basis of departmental seniority. This shall, however, in no way conflict with the discretion of the department head in approving vacation requests.

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, providing the employee has continuous service from the time of temporary employment.

Vacation time accumulation above the twenty (20) days shall be paid in cash, when an employee can show proper documentation (vacation denial form) that they were unable to take the time, due to staffing shortages, etc.

Part time employees shall receive a prorated amount of vacations based upon their part time designation.

Employees out on an unpaid leave of absence for longer than one (1) full month shall have their accruals prorated in the following year.

COUNTY PROPOSAL PROPOSAL # 19 (Union Proposal Article 8) – Sick Leave Policy

Amount

Effective upon date of ratification of this Contract by the County Legislature, all full-time employees shall be entitled to an annual sick leave at the rate of twelve (12) days per year.

New employees shall accumulate 5 sick days upon hire. After five (5) months of employment (on the sixth (6th) month of employment) employees shall begin accruing one (1) sick day per month, for at least the next six (6) months, and continuing until the following January 1st thereafter.

Use

Five (5) days per year may be used for personal business and five (5) days per year may be used for family illness. The twenty-four (24) hour notice requirement for personal leave shall continue, but personal leave may be granted in an emergency with the department head's approval.

When requesting sick leave, employees shall report to their department heads one (1) hour prior to the beginning of the workday. Failure to do so within that time (unless for reasons satisfactory to the department head), will be considered as time off without pay.

All personal/sick leave may be used in hourly installments.

Employees out on an unpaid leave of absence for longer than one (1) full month shall have their accruals prorated in the following year.

Doctor's Note

No specific time will be established for requiring a M.D.'s certificate for absence as a result of illness. However, the Public Defender may request that a certificate be submitted directly to the Director of Human Resources

in any case where he considers it warranted. Failure to submit proper proof of illness when directed to do so shall result in the absence being considered time off without pay.

Accumulation

An employee shall be allowed to accumulate sick time to a maximum of two-hundred twenty-five (225) days.

Donations

Employees who experience an unanticipated absence in excess of their accrued leave time due to personal illness, or due to illness of a family member shall be eligible for a donation of additional sick time from within the Public Defender's Office (including bargaining unit members and non-UAW members).

Participation is voluntary with regard to donations, and is intended to allow sick time donation from co-workers on the unit level. Administration of the program will be coordinated through the Civil Service Department. Approval must be given by the Director of the Human Resources Department.

Donations will be charged on a day for day basis.

Payment for Unused Sick Leave

1. At the discretion of the employee, the County shall, upon an employee's retirement or disability, pay fifty percent (50%) in cash of all unused accumulated sick leave up to one hundred sixty-five (165) days. The balance of the unused or unpaid sick leave may be transferred into the Retirement Option 41-j. Employees who wish to receive the cash payment shall furnish the following statement to their department head: "I wish to have the County reimburse me in a lump sum at the time of my retirement for fifty percent (50%) of my unused sick leave in accordance with the State Retirement Law.

2. Employees who retire with twenty (20) or more years of service, who, at the time of retirement, have accumulated at least two hundred

(200) sick leave days and who have begun each year at with at least two hundred (200) sick leave days for three (3) years prior to retirement, shall be entitled to a cash payment, in addition to that of 41-j, of the balance of days not affected by 41-j.

3. Upon the death of the employee, while on the County payroll, all accumulated sick leave will be paid for in cash, at the employee's last regular rate of pay or salary.

Extended Sick Plan

The Employer will provide an Extended Sick Plan applicable to all sickness and injury not subject to Workers Compensation for all full-time employees under the following conditions:

1. All full-time permanent employees shall be eligible for the Extended Sick Plan following their first full year of employment.
2. All Full-Time, Permanent Employees will be eligible for Extended Sick Leave under the following conditions:
 - a. In order to qualify to be eligible for Extended Sick Leave, the employee must have accumulated a minimum of twelve (12) sick leave days.
 - b. If employee is eligible pursuant to section "2(a)" herein, half of all accumulated sick days, up to a maximum of thirty (30) days, must first be exhausted.
 - c. Upon medical certification, when conditions "2(a)" and "2(b)" herein have been met, the additional "bank" of thirty (30) sick days shall be credited to the account of the employee. The County may, at any time that an employee is absent from work using this benefit, request additional medical certification from the employee's doctor.

In addition, the County may require that before the employee returns to work, the employee be examined by a physician chosen by the County, but the scheduling of such examination shall not preclude the employee's returning to work.

d. Full payment of wages (in accordance with existing rules for payment of wages for sick days) shall apply to the "bank" until it is exhausted.

e. After return to work from Extended Sick Leave, fully able to perform normal work duties, upon the occurrence of a second illness or injury, under all the conditions listed above, a second thirty (30) day period shall be made available.

f. If any ESL bank is exhausted, and additional time is required, the County Manager (or College President) in his or her sole discretion shall have the right (upon application) to grant an extension up to an additional thirty (30) workdays.

3. Extended Sick Leave shall not be available for elective surgery as described in the then current County Health Plan.

4. Upon return to work, any days remaining in a "bank" may be used for follow up visits to a physician, only in connection with the same cause which provided eligibility for the "bank." The County may, at any time that an employee is seeking to use said remaining time in the bank, request additional medical certification from the employee's doctor. All days remaining in any "bank" upon the employee's return to work shall be removed from the employee's sick days when the employee is next credited with regular sick days, or the first of the following year, whichever occurs first.

COUNTY PROPOSAL #20 (Union Proposal Article 9) – Bereavement

A. Full-time employees may be absent from duty without loss of pay by reason of death in the immediate family up to a period of five (5) work days, dating from the death(*) of the relative; such absence from duty shall not be charged to

accumulated sick leave or vacation. Flexible use of bereavement leave for legitimate purposes shall be permitted.

(*) If an employee is at work and is notified of a death in the family and leaves work, bereavement leave starts the following work day. If the death occurs after the employee has left a regular shift of work, bereavement leave starts the following work day.

B. The term "immediate family" means parent, spouse, child, brother, sister, including the step equivalent.

C. Full-time employees may be absent from duty without loss of pay by reason of death of in-laws and close relatives up to a period of three (3) work days dating from death of in-law or close relative. Such absence shall not be charged to accumulated sick leave or vacation.

D. The term "in-laws" and "close relatives" means mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, sisters-in-law, and brothers-in-law, legal guardian, grandparents and grandchildren.

E. When required, each employee shall be entitled to take up to five (5) additional days under "A" above, or three (3) additional days under "C" above. Such additional days may be taken by using personal days available for the same calendar year.

Employees desiring to use part or all of the additional days (vacation or personal) allowed, shall provide their immediate superior or department head with a minimum of twenty-four

(24) hours notice of such intent. Failure to give such notice will result in loss of pay for all days absent, until proper notice is duly given.

While the additional days taken are left to the discretion of the employee, abuse of this discretion will result in a joint labor-management review of this section.

COUNTY PROPOSAL #21 (Union Proposal Article 10) – Disability

Where employees receive compensation under the Workers' Compensation Law on account of disability, they shall elect in writing whether they desire to have

sick leave with pay during the period of disability for which they receive compensation. Such written statement must be filed with the department head. In the event that employees elect to take sick leave with pay during such disability, they shall, for the period of their disability, not exceeding their accumulated sick leave time, be paid the difference between what they receive as compensation and their regular rate of pay, the time during which they are so paid shall be deducted from their accumulated sick leave time.

COUNTY PROPOSAL # 22 (Union Proposal Article 11) – Leave of Absence

Application for leave of absence without pay, subject to the Rules of the Civil Service Commission, shall be filed by the employee with the department head and shall state the reasons for the leave and the duration. The response from the department head shall be given within a reasonable time.

1. Maternity leave without pay may be granted for not more than six (6) months upon certification by a doctor.
2. Child rearing leave without pay may be granted for not more than six (6) months following the birth or adoption of a child or for an employee who becomes a step- parent of a minor child. Leave under Article XIII, Section 5, paragraphs A(1) and A(2) are mutually exclusive, and the maximum amount of leave that may be granted in total for maternity and child rearing leave is 6 months per child.
3. The County will provide a leave of absence without pay, upon request, not to exceed one (1) year, to any employee who presents evidence of serious illness in the immediate family (mother, child, father, wife, husband, brother or sister) where no alternative source of care can be economically provided. Although approval must be obtained from the department head and the County Manager, it is agreed that such approval shall not be unreasonably withheld.
4. The County will provide a leave of absence without pay, upon request, not to exceed one year, at the discretion of the department head and the

County Manager, to any individual to take a course of study which is job or career oriented.

COUNTY PROPOSAL # 24 (Union Proposal Article 14 – Section 1) – PENSION

A. The Employer agrees to continue the Retirement Plan, Section 75-l of the New York State Retirement Program.

B. The Employer agrees to continue the new Ordinary Death Benefit Option, Section 60 (b) of the Retirement and Social Security Law.

COUNTY PROPOSAL # 27 (Union Proposal Article 14, Section 2(C) – HEALTH INSURANCE – WAIVER OF PREMIUM

The Employer shall extend to those employees who are eligible, the waiver of premium in the event of prolonged illness.

1. A waiver of premium for a period of up to one (1) year in duration may be granted to employees who are totally disabled while on authorized leave without pay, or while their names are on a Civil Service preferred list.
2. In order to be eligible for such a waiver, employees must meet all of the following conditions:
 - a. They must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three (3) months.
 - b. They must be on authorized leave without pay, or on a Civil Service Preferred List.
 - c. They must have their coverage in effect by direct payments to their agency during the period they have been off the payroll.
3. Employees on authorized leave without pay must remit premiums directly to their agency. Employees whose names are on Civil Service preferred lists are required to pay only the employee share of their premiums while they are on such lists.

4. **The procedures for instituting a Waiver of Premium are the same for all enrollment options.**
 - a. **Employees should obtain a Form PS-452 (Application for Waiver of Premium) from their personnel office.**
 - b. **Employees must complete Part A of the form and have their physicians complete Part C. Employees should return the form to their personnel office.**
 - c. **The personnel office should complete Part B of the form and forward the form to the Employee Insurance Section for approval.**
 - d. **The Employee Insurance Section will note the form to indicate whether the application has been approved or disapproved and return it to the employing agency.**
 - e. **If approved, the waiver will commence on the first day of the fourth calendar month following the occurrence of the disability, or on the first day of the calendar month following exhaustion of accrued sick leave, whichever is later.**
 - f. **The waiver will continue during the period of total disability, but in no event for more than one (1) year. If any of the following conditions occur before the expiration of the year, the waiver will cease:**
 - i. **Cessation of the disability.**
 - ii. **Return of the employee to the payroll.**
 - iii. **Approval of a request for retirement.**
 - iv. **Separation from service.**
 - v. **Death of enrollee.**

- g. The employee's name should be deleted on a supplemental Form PS-505A for the month the waiver became effective. The form should be noted to indicate the reason for the deletion and the beginning and ending dates of the waiver period.

PROPOSAL #29 (Union Proposal Article 14, Section 2(G) – HEALTH INSURANCE – PRO-ACT SPECIALTY CO-PAY ASSISTANCE PROGRAM

The parties shall implement as soon as practicable, the Pro-Act Specialty Co-Pay Assistance Plan which requires a 20% employee co-pay for specialty drugs with current maximum out-of-pocket (MOOP) capped at \$2,055. These 20% co-pay costs are shifted to manufacturer's assistance with the final results being a reduction in member costs of about 43.5% and a reduction in plan costs from current costs of about 16.2%. The County guarantees that employees' out-of-pocket expenses will not exceed current co-pays and that the employees shall not pay more than current co-pays

Union Proposal Article 14, Section 2(H) – HEALTH INSURANCE – STEP-THERAPY

All employees will be subject to Step-Therapy when filling a prescription for medication(s) through Schenectady Meds I (ProAct) and through Schenectady Meds II (Pro Act). Employees who have been continuously on a medication since June 1, 2014, that would be subject to Step-Therapy will be grandfathered in, and not subject to the Step-Therapy program, for that particular medication for the employee while in continuous use by that employee.

Union Proposal Article 14, Section 2(I) – HEALTH INSURANCE – DISPENSING QUANTITY MANAGEMENT (DQM)

DQM will be instituted for all prescriptions. All medications that employees were utilizing as of May 11, 2016, will be grandfathered in and will not be covered by the DQM, even if a new Pharmacy Manager is chosen.

COUNTY PROPOSAL # 32 (Union Proposal Article 14, Section 3) – DENTAL INSURANCE

The County will offer the Sunrise Dental plan to all employees.

COUNTY PROPOSAL # 33 (Union Proposal Article 14, Section 4) – OPTICAL INSURANCE

An Optical Insurance Plan will be provided by the County, and at the County's expense to all eligible employees covered by this Agreement. Vision care shall be extended to families at the premier level and for employees, the benefit shall be platinum.

COUNTY PROPOSAL # 34 (Union Proposal Article 14, Section 5) – DEATH PAYMENT

Any full-time permanent employee who dies while on the County payroll, and whose accrued sick days and unused vacation days do not total \$3000, will be entitled to payment by the County of the difference between such employees' credits and \$3000. Said payment will be made as soon as possible to the spouse of the deceased employee, or other named beneficiary.

COUNTY PROPOSAL # 35 (Union Proposal Article 14, Section 6) – EMPLOYEE WELLNESS AND PREVENTIVE HEALTH CARE

The County shall provide a credit of \$400 for employee memberships in the YMCA.

The County shall reimburse individual employees up to \$240 in membership costs for membership in any health or fitness club, if in the first quarter of the calendar year, that employee can produce certification of utilization of that facility for exercise purposes, in a form satisfactory to the Director of Human Resources, proof that the employee utilized such fitness facility at least 50 times during the previous calendar year. Reimbursements shall be as follows:

50 Visits	\$120.00
75 Visits	\$180.00
100 Visits	\$240.00

The County shall conduct preventive health care/wellness seminars for employees on subjects such as smoking cessation, weight reduction, blood pressure, dietary practices, and strategies for reducing the likelihood of coronary artery disease, type II diabetes, and other chronic conditions.

COUNTY PROPOSAL # 36 (Union Proposal Article 14, Section 7) – FLEXIBLE SPENDING ACCOUNT

The County shall offer a flexible spending account plan with premium, unreimbursed medical, dental, vision and dependent care components, with a maximum contribution of \$2,700.00. The maximum contribution shall reset each year to the maximum permitted by statute.

COUNTY PROPOSAL # 46 (Union Proposal Article 22) – HEALTH AND SAFETY

The Employer will provide employees with a work environment that is safe and conducive to good health. It also has the goal of providing offices that are clean, in good repair and secure, and will continue efforts to improve the condition of offices in which its employees work. The Employer will promptly clear the workplace or any of its locations if, due to any circumstance, it is or becomes unhealthy or unsafe, and will rectify the problem prior to reoccupation.

COUNTY PROPOSAL # 47 (Union Proposal Article 23) – SUPERVISION AND TRAINING

Employer shall make reasonable efforts to ensure employees have the right to a second seat for all trials and hearings, subject to staffing.

Schenectady County will reimburse full-time employees for sufficient CLEs to maintain their license. Employees should seek prior written approval from the Public Defender prior to purchasing any CLE, to ensure reimbursement will be made.

The Public Defender may, in his sole discretion, designate an employee to act in a training role. The Public Defender may limit or reduce the caseload of this employee in order to allow more time for training.

COUNTY PROPOSAL # 48 (Union Proposal Article 24) – FAIR EMPLOYMENT POLICY

The Employer will continue its policy of not discriminating, as defined by law, against an employee on the basis of actual or perceived race, color, national origin, alienage or citizenship status, religion, creed, sex, gender (including "gender identity" -- which refers to a person's actual or perceived sex, and

includes self-image, appearance, behavior or expression, whether or not different from that traditionally associated with the legal sex assigned to the person at birth), disability, age (18 and over), military status, prior record of arrest or conviction, marital status, genetic predisposition or carrier status, sexual orientation, or status as a victim of domestic violence, a sex offense or stalking, or membership in, or association with the activities of, any employee organization.

COUNTY PROPOSAL # 51 (Union Proposal 6.5.1) – SUMMER HOURS

Employees shall continue to be entitled to Summer Hours (hours set each year by the Public Defender) during the months of July and August each year. Summer Hours are not guaranteed to any employee, employees can be required to work beyond their designated “Summer Hours” if/when their work has not been completed. Summer hours are only afforded to employees who are present and working during the months of July and August. Any employee taking a day off during the months of July or August must use a full seven (7) hours of accruals.

COUNTY PROPOSAL # 53 (Union Proposal Article 19) – SEPARABILITY

If the enactment of legislation or a determination by a court of final jurisdiction (whether in a proceeding between the parties or one based on a similar state of facts) renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this contract which shall remain in full force, according to the terms, and in the same manner and with the same effect as if such invalid portion had not been originally included therein.

SIGNATURE PAGE

COUNTY OF SCHENECTADY

COUNTY OF SCHENECTADY

BY: _____
Rory Fluman, County Manager

BY: _____
Christopher Gardner, County Attorney

Date: _____

Date: _____

UAW NEGOTIATING TEAM

NAME:

TITLE:

