

# Clay Police Department Merger: Summary of the Agreement

## **What is an enhanced service contract?**

The Onondaga County Sheriff's Office (OCSO) currently provides a base level of service for all towns and villages in the County. In Clay's case, the Sheriff provides one dedicated patrol to the Town of Clay 24/7. Several other Sheriff patrols cover areas that overlap with the Town of Clay. The merger will NOT affect these patrols; the Sheriff will CONTINUE to provide this base level of service at the County's expense.

The term "enhanced service" is used to refer to the 2 ADDITIONAL Sheriff patrols that will take the place of the 2 dedicated patrols that the Town of Clay currently provides. The Town of Clay will pay the Sheriff for all of the Sheriff's costs associated with providing the 2 additional dedicated patrols (costs include salary, fringe benefits, overtime, administration, equipment, vehicles, and maintenance), instead of paying the current costs of the Town's police force.

## **Will my service be affected?**

NO. Under the "Scope of Enhanced Services" portion of the contract, the Sheriff agrees to dedicate at least 2 patrols, 24/7, to the Town of Clay. As a reminder, these patrols will be provided IN ADDITION TO the current patrols that the Sheriff already provides to the Town.

Thus, the level of service will remain the same. It may even increase, as Sheriff deputies work 10-hour shifts. At peak hours, shifts will overlap, and as many as 4 patrols will be provided. The Town of Clay, at no additional charge, will receive all of the support service functions of the Sheriff's Office. This includes but is not limited to Detectives, Abused Persons Unit, Evidence Technicians, maintenance of records, Accident Investigation Technicians, Property and Evidence processing and all special units such as SWAT, K-9, Aviation and other resources.

What if there is an emergency in a neighboring town? Will Clay's dedicated patrols leave the area? If the Sheriff determines that public safety requires a TEMPORARY redeployment of available resources, Clay patrols may temporarily respond to a significant public safety event in a neighboring town. As is the case in any police agency, additional officers would be called in to cover the Town in the meantime. It is important to note that situations such as this are rare and unpredictable. The existing Clay Police Officers currently respond if an emergency situation in a neighboring town requires a significant response.

## **Which officers will respond to my calls?**

For the first year of the contract, all Clay officers who transfer into the Sheriff's Office will be deployed in the Town of Clay. So, you can expect to see the same officers on a daily basis. If fewer than 13 Clay officers transfer to the OCSO, the Sheriff will deploy replacement deputies who will work in the Town of Clay on a consistent basis (The situation is similar currently – if there is a vacancy, then it must be filled by a new officer – in this case, however, an experienced Deputy Sheriff will patrol the Town while the new officer trains).

After Year 1, all of the Clay officers will be fully trained by the Onondaga County Sheriff's Office. They can bid out for other jobs within the OCSO if they so choose. In this case, trained Sheriff's Deputies will take their place. Since deputies often work the same posts day in and day out, they will get to know the Town and its residents.

## **What if the Town of Clay wants to increase the number of patrols?**

If the Town decides that it would like more service, it will simply reimburse the County for the increased expenses associated with providing more patrols. The "Scope of Enhanced Services" portion of the contract can be adjusted to provide more than 2 additional patrols.

The growing demand for law enforcement services in the Town of Clay provided the impetus for the proposed merger. Expanding the Clay Police Department by 1 or 2 patrols would be extremely expensive. Expanding the scope of the contract is less expensive, as the size of the Sheriff's Office allows the County to deploy additional deputies and provide all of the support functions at a much lower cost.

## **Will County taxes increase? Where do the tax savings come from?**

County taxes will not increase as a result of the Clay contract. The Town of Clay will be charged for all of the costs associated with providing 2 dedicated patrols, 24/7. Savings will be generated from the following sources:

- Clay will no longer have to maintain its own support staff. (detectives, youth officer, clerical part time officers, mechanic etc.)
- Clay will no longer be responsible for 100% of the liabilities associated with providing law enforcement services (insurance, 207c).
- Clay will no longer have to pay for its own Commissioner.
- Administrative costs and duplicated services are eliminated.
- OSCO is larger and better equipped to accommodate vacation leave, sick days, etc.

## **How will the Clay Police Officers be affected?**

### **Employment**

There are currently 16 full-time Clay officers. 13 officers are needed to provide the Town of Clay with 2 dedicated patrols 24/7 (16 are not necessary due to the 10-hour shifts worked by OSCO deputies and due to the fact that the County is better equipped to deal with sick leave and vacation time). The 3 remaining officers will be offered jobs in the Sheriff's Office, but they will not necessarily be assigned to the Town of Clay. All officers will retain their rank when they transfer to the OCSO.

### **Salary**

The Deputy Sheriff's salary rate has generally been lower than the Town of Clay officer's. The recently-issued binding arbitration award between the Onondaga County Sheriff's Police Association (OCSPA) and the County sets new salaries effective 2006 through the year 2011 and narrows the salary gap substantially. The OCSPA contract gives the Sheriff discretion to bring transferring officers into the salary schedule at various steps within the range and it is the Sheriff's intention to come as close as possible to the transferred officers' current salaries.

While it is still likely some that Clay officers will have a reduction in pay, they will have many more opportunities for advancement and specialization within the Sheriff's Office than they currently do with the Town of Clay. Government consolidation, while beneficial to the vast majority of taxpayers, often comes at the expense of a few, hardworking individuals. We firmly believe that the benefits of this merger would far outweigh that expense.

### **Retirement**

Town of Clay officers will be able to transfer their membership in the NYS Police and Fire Retirement System (P&F) to the Employees Retirement System (ERS) 20-year retirement plan that covers Sheriff Deputies. Their years of service in P&F will all be credited toward their ERS service.

In order to be eligible for postretirement health benefits, employees must have five years of County service upon reaching retirement eligibility. Town of Clay Officers who choose to retire before they have put in a full 5 years with the County will still receive post retirement health benefits; the Town will reimburse the County for the retiree's health costs.

### **Seniority**

Clay officers WILL retain their Civil Service seniority when they transfer to the County Sheriff's Office. Their years spent on the job in Clay will still count towards their retirement, their ability to earn vacation credit, in promotions, and in the unlikely event of a layoff. Seniority rights and applications under the collective bargaining agreement are subject to review with OCSPA. The likely outcome of that review is that when it comes to bidding for selection of vacation time and shift preferences, their seniority will be the effective date of their transfer to OSCO. The officers will retain their preferred shift for as long as they stay on patrol in the Town of Clay, but they may lose their preferred shift if they choose to switch to another position within the Sheriff's Office.

### **How will the Clay Police Department's support staff be affected?**

Part-time officers and civilian staff positions will be eliminated. Permanent civilian staff will be given civil service "preferred eligible" status for re-employment in the Town of Clay.

### **How could the \$1 million in taxpayer savings be jeopardized? Will future savings be jeopardized?**

The total cost of the contract in year 1 is approximately \$1.44 million. The cost for service in year 2 is approximately \$1.39 million due to the absence of start-up costs (equipment, conversion of patrol vehicles). These numbers assume that at least 13 Clay officers will transfer to the OSCO.

If fewer than 13 Clay officers transfer, the County will need to hire and train additional deputies to fill vacant positions. The typical training period lasts for 10 months. In the meantime, Sheriff deputies paid at an overtime rate would cover Clay, and the Town would reimburse the Sheriff's Office for all overtime incurred. If none of the 16 Clay officers choose to transfer to the County, the Town will incur an additional \$946,371.

Thus, the Town would incur the following anticipated MAXIMUM expense if none of the Clay officers transferred to the OCSO:

Cost of Contract in Year 1: approximately \$2.38 million

Cost of Contract in Year 2: approximately \$1.39 million

Under a "worst-case scenario," the Town would break even in Year 1 (due to overtime costs incurred while deputies are in training) and savings would increase substantially in Year 2 and future years.

### **August 2008 Update**

A referendum was held in June, with Town of Clay voters approving the police merger 4,160 to 1,865. Members of the former town police department were sworn in as Onondaga County Deputy Sheriff's on July 7, 2008.

## Permanent Tax Savings for Clay Taxpayers

### 2008

|   |                  |
|---|------------------|
| Clay PD 2008 operating budget                 | \$1,811,424      |
| 2008 Police Life Insurance                    | 2,000            |
| 2008 Police Retirement                        | 168,077          |
| 2008 Health and Dental                        | 175,950          |
| 2008 W/C, Auto, Liab.                         | 45,861           |
| 2008 Employment Taxes                         | <u>116,072</u>   |
| Total 2008 Costs                              | 2,319,384        |
| Less: Estimated expenditures through 6/30/08  | <u>1,195,281</u> |
| Balance of 2008 costs not expended at 6/30/08 | 1,124,103        |
| <br>  |                  |
| 2008 Pro rata county contract                 | \$689,378        |
| 2008 Start-up costs                           | 57,402           |
| 2008 Contingency                              | <u>15,000</u>    |
| Total County Costs 2008                       | 761,780          |
| <br>  |                  |
| Savings 2008                                  | \$ 362,323       |

### 2009

|  |                  |
|--|------------------|
| 2008 Clay PD costs assuming No increase in 2009* | \$2,319,384      |
| Less: 2009 County Contract                       | <u>1,394,852</u> |
| Savings 2009                                     | 924,532          |
| <br>   |                  |
| Total Savings to Offset Against 2009 Budget      | 1,286,856        |
| <br>   |                  |
| 2008 Part-Town Assessment                        | 128,344,876      |
| Rate Reduction per \$1000 of assessed value      | 10.03            |

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| <u>Tax Impact per Household</u>           | <u>Savings</u> | <u>2008 Tax w/PD</u> | <u>2008 Tax w/o PD</u> | <u>Percentage</u> |
|---|----------------|----------------------|------------------------|-------------------|
| House @ \$5,000<br>(\$112,360 Full Value) | \$50.13        | \$251.70             | \$201.57               | 19.9              |
| House @ \$6,000<br>(\$134,831 Full Value) | 60.16          | 302.04               | 241.88                 | 19.9              |
| House @ \$7,000<br>(\$157,303 Full Value) | 70.19          | 352.38               | 282.19                 | 19.9              |
| House @ \$8,000<br>(\$179,775 Full Value) | 80.21          | 402.72               | 322.51                 | 19.9              |
| House @ \$9,000<br>(\$202,247 Full Value) | 90.24          | 453.06               | 362.82                 | 19.9              |