

SUFFOLK COUNTY LEGISLATURE



Robert Lipp
Director

BUDGET REVIEW OFFICE

February 26, 2014

To: Presiding Officer DuWayne Gregory and
All Suffolk County Legislators

From: Robert Lipp, Director
Budget Review Office

Subject: **Analysis of IR No. 1162-2014: Approving the Suffolk County Superior Officers Association Contract for 2011-2018**

On February 7, 2014, the County Executive and the Superior Officers Association (SOA) signed a stipulation of agreement for a new labor contract for the period of January 1, 2011 to December 31, 2018. The purpose of this memo is to provide the Legislature with an analysis of that agreement. Accompanying this memo you will also find a copy of the companion Introductory Resolution No. 1162 of 2014, followed by the actual SOA agreement, and the County Executive's fiscal impact statement.

The following table summarizes our findings. It should be noted that we calculate the impact of only those items that have a fiscal impact which can be quantified. Through 2018, the length of the contract, we estimate the cost to be \$55.4 million, of which \$12.2 million is attributed to the General Fund and \$43.2 million to the Police District. A more detailed discussion of each item follows. Before proceeding we should point out that one concern with our fiscal impact is that it does not include estimates of deferrals that represent increased compensation beyond the term of the contract. The difficulty in calculating these future expenses is the problem of setting a baseline for the next contract beyond 2018.

In comparison, the County Executive's fiscal impact estimated a cost of \$72.3 million, \$16.9 million more than our projection. Our analysis provides detail on how calculations were made. It would be difficult to compare our methodology and differences to that of the Executive's, since their fiscal impact did not provide the detail necessary to make such a comparison.

Fiscal Impact of the Superior Officers Association (SOA) Agreement							
General Fund							
	2011-13	2014	2015	2016	2017	2018	Total
Wages	\$0	\$493,105	\$1,605,429	\$2,715,954	\$3,493,099	\$4,319,536	\$12,627,123
Benefit Fund	\$0	\$5,696	\$12,029	\$21,377	\$24,653	\$24,653	\$88,408
Deferrals	\$0	-\$749,549	-\$797,597	-\$836,035	-\$565,488	\$0	-\$2,948,669
Longevity	\$0	\$46,640	\$46,640	\$232,760	\$232,760	\$232,760	\$791,560
Retirement	\$0	\$0	-\$60,109	\$240,534	\$584,156	\$858,041	\$1,589,271
Total General Fund	\$0	-\$204,108	\$806,392	\$2,374,590	\$3,769,180	\$5,434,990	\$12,181,044
Police District							
	2011-13	2014	2015	2016	2017	2018	Total
Wages	\$0	\$1,748,283	\$5,691,974	\$9,629,292	\$12,384,625	\$15,314,718	\$44,768,892
Benefit Fund	\$0	\$20,194	\$42,647	\$75,792	\$87,407	\$87,407	\$313,446
Deferrals	\$0	-\$2,657,491	-\$2,827,843	-\$2,964,125	-\$2,004,912	\$0	-\$10,454,371
Longevity	\$0	\$165,360	\$165,360	\$825,240	\$825,240	\$825,240	\$2,806,440
Retirement	\$0	\$0	-\$213,113	\$852,802	\$2,071,098	\$3,098,170	\$5,690,306
Total Police District	\$0	-\$723,655	\$2,859,025	\$8,419,000	\$13,363,458	\$19,325,534	\$43,243,363
Combined General Fund and Police District							
	2011-13	2014	2015	2016	2017	2018	Total
Wages	\$0	\$2,241,388	\$7,297,403	\$12,345,246	\$15,877,725	\$19,634,254	\$57,396,015
Benefit Fund	\$0	\$25,890	\$54,675	\$97,169	\$112,060	\$112,060	\$401,854
Deferrals	\$0	-\$3,407,040	-\$3,625,440	-\$3,800,160	-\$2,570,400	\$0	-\$13,403,040
Longevity	\$0	\$212,000	\$212,000	\$1,058,000	\$1,058,000	\$1,058,000	\$3,598,000
Retirement	\$0	\$0	-\$273,221	\$1,093,336	\$2,655,253	\$3,956,210	\$7,431,578
Total General Fund and Police District	\$0	-\$927,762	\$3,665,416	\$10,793,590	\$17,132,638	\$24,760,524	\$55,424,407

Salaries

Sections 2 a-f., Section 4, Sections 7 a.-b., and Section 14 of the Agreement

Existing SOA Members

The 2011-2018 SOA Agreement includes no retroactive pay for 2011, 2012, and 2013. In 2014, base pay for existing SOA members is increased by 1.5% on January 1st, June 1st, and December 1st. In addition to these increases, the agreement includes the following salary enhancements in 2014:

- On January 1, 2014 there is a general increase in base pay ranging from \$1,475 for Sergeants to \$2,223 for the Chief Inspector.
- On January 1, 2014 there is an education increase in base pay ranging from \$1,770 for Sergeants to \$2,668 for the Chief Inspector.
- On April 1, 2014 the equivalent of 20 hours pay at the then prevailing rate will be added to the annual base salary.

In 2015, base pay is increased by 1.5% on June 1st and by 1.75% on December 1st. In addition to these increases, the agreement includes the following salary enhancements in 2015:

- On January 1, 2015 there is a productivity increase in base pay ranging from \$1,475 for Sergeants to \$2,223 for the Chief Inspector.
- On April 1, 2015 the equivalent of 40 hours pay at the then prevailing rate will be added to the annual base salary.

In 2016, 2017, and 2018, base pay is increased by 1.75% on January 1st and June 1st. The following chart summarizes the amount and timing of the salary increases for existing SOA members.

Salary Increases for Existing SOA Members 2011-2018				
Year	Section of Agreement	Increase in Base Pay	Increase in Pay Received	Increase in Year End Base Pay
2011	2a	None	0.00%	0.00%
2012	2a	None	0.00%	0.00%
2013	2a	None	0.00%	0.00%
2014	2f	General increase per Section 2.f on 1/1/14*	5.96%	8.27%
	14	Education increase on 1/1/14*		
	2a	1.5% on 1/1/14		
	7a	Increase in base pay equivalent to 20 hours on 4/1/14*		
	2a	1.5% on 6/1/14		
2015	2a	1.5% on 12/1/14	6.11%	6.37%
	4	Productivity increase on 1/1/15*		
	7b	Increase in base pay equivalent to 40 hours on 4/1/15*		
	2a	1.5% on 6/1/15		
2016	2a	1.75% on 12/1/15	5.63%	3.53%
	2a	1.75% on 1/1/16		
2017	2a	1.75% on 6/1/16	3.53%	3.53%
	2a	1.75% on 1/1/17		
2018	2a	1.75% on 6/1/17	3.53%	3.53%
	2a	1.75% on 1/1/18		
* See following chart for amounts				

The following chart shows the specific dollar amount for salary enhancements other than the percentage increases shown in Section 2a of the agreement. The Productivity increase is based on expanded duties related to homeland security, anti-terrorism, and disaster response.

Non-Percentage Increases for Existing SOA Members					
Title	General Increase	Education Increase	20 Hour Increase	Productivity Increase	40 Hour Increase
	1/1/14	1/1/14	4/1/14	1/1/15	4/1/15
SERGEANT	\$1,475	\$1,770	\$1,292	\$1,475	\$2,662
DETECTIVE SERGEANT	\$1,548	\$1,858	\$1,356	\$1,548	\$2,794
LIEUTENANT	\$1,642	\$1,970	\$1,438	\$1,642	\$2,963
DETECTIVE LIEUTENANT	\$1,724	\$2,068	\$1,510	\$1,724	\$3,111
CAPTAIN	\$1,765	\$2,118	\$1,546	\$1,765	\$3,186
DETECTIVE CAPTAIN	\$1,854	\$2,224	\$1,649	\$1,854	\$3,398
DEPUTY INSPECTOR	\$1,863	\$2,236	\$1,655	\$1,863	\$3,411
INSPECTOR	\$1,971	\$2,366	\$1,750	\$1,971	\$3,606
DEPUTY CHIEF	\$2,039	\$2,447	\$1,809	\$2,039	\$3,728
ASSISTANT CHIEF	\$2,107	\$2,528	\$1,869	\$2,107	\$3,850
CHIEF OF DIVISION	\$2,165	\$2,598	\$1,920	\$2,165	\$3,956
CHIEF INSPECTOR	\$2,223	\$2,668	\$1,971	\$2,223	\$4,061

SOA salaries are projected to increase by approximately 27% by the end of 2018. The following chart shows the annual base pay for existing SOA members by title from 2013 through 2018.

Average SOA Base Pay Over the Term of the Agreement for Existing SOA Members							
Title	No. Emp	2013 Salary	2014 Salary	2015 Salary	2016 Salary	2017 Salary	2018 Salary
SERGEANT	246	\$128,121	\$135,758	\$144,053	\$152,163	\$157,535	\$163,096
DETECTIVE SERGEANT	55	\$134,527	\$142,546	\$151,256	\$159,772	\$165,412	\$171,251
LIEUTENANT	69	\$142,624	\$151,126	\$160,360	\$169,388	\$175,368	\$181,558
DETECTIVE LIEUTENANT	16	\$149,755	\$158,683	\$168,378	\$177,858	\$184,136	\$190,636
CAPTAIN	15	\$153,915	\$163,091	\$173,056	\$182,799	\$189,252	\$195,932
DEPUTY INSPECTOR	18	\$162,427	\$172,110	\$182,626	\$192,908	\$199,717	\$206,767
INSPECTOR	10	\$171,864	\$182,109	\$193,236	\$204,116	\$211,321	\$218,780
DEPUTY CHIEF	3	\$177,759	\$188,356	\$199,864	\$211,117	\$218,569	\$226,285
ASSISTANT CHIEF	1	\$183,660	\$194,609	\$206,500	\$218,126	\$225,826	\$233,797
CHIEF OF DIVISION	3	\$188,748	\$200,000	\$212,220	\$224,168	\$232,081	\$240,273
CHIEF INSPECTOR	1	\$193,844	\$205,400	\$217,950	\$230,220	\$238,347	\$246,761
Weighted Average	437	\$136,343	\$144,471	\$153,298	\$161,929	\$167,645	\$173,563

Members promoted to SOA after the approval of the 2011-2018 agreement

There is currently one salary for each title for existing SOA members. Police Officers who are promoted to the SOA subsequent to this agreement will be paid on either an eight step salary schedule or a ten step salary schedule with top step pay being equivalent to that of existing SOA members. Police

Officers hired before the ratification of the PBA contract on 9/6/12, will be paid on the eight step salary schedule upon being promoted to Sergeant. Police Officers hired after 9/6/12 will be paid on the ten step schedule. Similar to the recently approved SDA contract, each step of the new SOA salary schedule will be set at a percentage above top step PBA base salary. Immediately upon promotion to Sergeant, the employee will earn the step one salary. The employee will advance in step on January 1st of each year until reaching top step. The following chart shows the percentage above PBA top step salary for each salary schedule.

Percentage Above Top Step PBA Salary		
Promoted to SOA After 2011-2018 Agreement and Hired as a Police Officer		
Step	Before 9/6/12	After 9/6/12
1	2.25%	1.80%
2	4.50%	3.60%
3	6.75%	5.40%
4	9.00%	7.20%
5	11.25%	9.00%
6	13.50%	10.80%
7	15.75%	12.60%
8	17.97%	14.40%
9	NA	16.20%
10	NA	17.97%

As a consequence of implementing a step system, it will take future SOA members longer to reach the salary that existing members are paid immediately upon promotion. As seen in the following chart, the County will save approximately \$83,000 per Sergeant promoted on the eight step schedule and \$110,000 per Sergeant promoted on the ten step schedule before the employee reaches top step.

Annual Base Pay per Sergeant on each Salary Schedule											
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Existing Schedule	\$135,758	\$144,053	\$152,163	\$157,535	\$163,096	\$164,254	\$164,254	\$164,254	\$164,254	\$164,254	\$164,254
8 Steps	\$117,668	\$127,605	\$137,691	\$145,556	\$153,805	\$156,916	\$160,027	\$163,096	\$164,254	\$164,254	\$164,254
10 Steps	\$117,150	\$126,506	\$135,950	\$143,153	\$150,695	\$153,183	\$155,672	\$158,160	\$160,649	\$163,096	\$164,254
Savings per Sergeant Compared to Existing Schedule											
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
8 Step Savings	\$18,090	\$16,448	\$14,472	\$11,978	\$9,291	\$7,338	\$4,228	\$1,159	\$0	\$0	\$83,004
10 Step Savings	\$18,608	\$17,547	\$16,213	\$14,382	\$12,401	\$11,071	\$8,583	\$6,094	\$3,606	\$1,159	\$109,664

Salaries for SOA titles above the rank of Sergeant are calculated as shown in the following table. Base pay for these individuals is the same as existing SOA members in those same titles.

SOA Promotions						
Promotion	Percentage Increase	2014	2015	2016	2017	2018
Sergeant to Detective Sergeant	5% above top step Sergeant	\$142,546	\$151,256	\$159,772	\$165,412	\$171,251
Sergeant to Lieutenant	11.32% above top step Sergeant	\$151,126	\$160,360	\$169,388	\$175,368	\$181,558
Lieutenant to Detective Lieutenant	5% above Lieutenant	\$158,683	\$168,378	\$177,858	\$184,136	\$190,636
Lieutenant to Captain	7.54% above Lieutenant	\$163,091	\$173,056	\$182,799	\$189,252	\$195,932
Captain to Detective Captain	5% above Captain	\$171,245	\$181,709	\$191,939	\$198,714	\$205,729
Captain to Deputy Inspector	5.53% above Captain	\$172,110	\$182,626	\$192,908	\$199,717	\$206,767
Deputy Inspector to Inspector	5.81% above Deputy Inspector	\$182,109	\$193,236	\$204,116	\$211,321	\$218,780
Inspector to Deputy Chief	3.43% above Inspector	\$188,356	\$199,864	\$211,117	\$218,569	\$226,285
Deputy Chief to Assistant Chief	3.32% above Deputy Chief	\$194,609	\$206,500	\$218,126	\$225,826	\$233,797
Assistant Chief to Chief of Division	2.77% above Assistant Chief	\$200,000	\$212,220	\$224,168	\$232,081	\$240,273
Chief of Division to Chief Inspector	2.7% above Chief of Division	\$205,400	\$217,950	\$230,220	\$238,347	\$246,761

In order to calculate the total salary impact of the proposed contract, we projected forward the salaries of the 437 existing SOA members through 2018. Assuming a static workforce, as shown in the next table, "Salary Cost for Existing" SOA members would increase under this contract by \$3.6 million in 2014 and \$52.1 million through 2018; an average of \$10.4 million a year. However, the cost is overstated if an allowance for attrition is not made.

Based on historical data from 2005 to 2011, there has been an average of 22 retirements per year, which given the distribution of SOA members on the most recent payroll, equates to five retirements in the General Fund and 17 retirements in the Police District. Between 2014 and 2018 we assume 22 annual retirements staggered throughout the year based on historical data with 25% of retirements taking place in January, 40% in July, and the remaining 35% during the other months. We also assume that there will be 22 Police Officers promoted to Sergeant each year. The cost of promotions varies based on when they occur in the year. For the purpose of this calculation, we assume a promotion date of July 1st each year, distributed between the General Fund and Police District as apportioned for retirements.

Also shown in the following table, "Salary Savings for Retirements Net of New Hires" are estimated to be \$1.8 million in 2014 and \$8.2 million through 2018. These savings assume replacing 22 Superior Officers each year with 22 step one Sergeants paid on the new elongated salary schedule. After netting out these savings, the total cost of increases to base pay associated with this agreement is \$1.7 million in 2014 and \$43.9 million through 2018; an average annual cost of \$8.8 million.

Permanent Salary (Obj 1100) Costs Associated with the 2011-2018 SOA Contract by Fund and Year							
General Fund Salary Costs							
Salary costs by Year	2011-2013	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$0	\$781,429	\$1,630,073	\$2,459,827	\$3,009,371	\$3,578,314	\$11,459,014
Salary Savings for Retirements Net of New Hires	\$0	\$404,322	\$402,306	\$382,774	\$337,989	\$274,906	\$1,802,297
Total Cost	\$0	\$377,107	\$1,227,767	\$2,077,053	\$2,671,382	\$3,303,408	\$9,656,717
Police District Salary Costs							
Salary costs by Year	2011-2013	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$0	\$2,770,522	\$5,779,351	\$8,721,204	\$10,669,588	\$12,686,750	\$40,627,415
Salary Savings for Retirements Net of New Hires	\$0	\$1,433,506	\$1,426,358	\$1,357,108	\$1,198,323	\$974,668	\$6,389,963
Total Cost	\$0	\$1,337,016	\$4,352,993	\$7,364,096	\$9,471,264	\$11,712,082	\$34,237,452
Combined Salary Costs							
Salary costs by Year	2011-2013	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$0	\$3,551,952	\$7,409,424	\$11,181,031	\$13,678,959	\$16,265,064	\$52,086,430
Salary Savings for Retirements Net of New Hires	\$0	\$1,837,828	\$1,828,664	\$1,739,882	\$1,536,312	\$1,249,575	\$8,192,261
Total Cost	\$0	\$1,714,124	\$5,580,761	\$9,441,149	\$12,142,647	\$15,015,489	\$43,894,169

Other Salaries

SOA members are entitled to additional compensation besides their base salaries. Based on the 2013 W-2 data provided to us by the Department of Audit and Control, payments to SOA members other than regular salary comprised 23% of total compensation on average. Additionally, terminal pay is increased as the value of accruals increases in accordance with salary increases. Assuming this ratio holds going forward, we would expect an additional expense for the General Fund and Police District combined of \$527,264 in 2014 and \$13.5 million through 2018; an average annual cost of \$2.7 million. The following chart shows the calculation by fund and year from 2014 to 2018.

Other Salary (Other than Obj 1100) Costs Associated with the 2011-2018 SOA Contract by Fund and Year							
General Fund Salary Costs							
Salary costs by Year	2011-2013	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$0	\$240,368	\$501,411	\$756,643	\$925,683	\$1,100,689	\$3,524,793
Salary Savings for Retirements Net of New Hires	\$0	\$124,370	\$123,749	\$117,741	\$103,965	\$84,561	\$554,387
Total Cost	\$0	\$115,998	\$377,661	\$638,901	\$821,717	\$1,016,128	\$2,970,406
Police District Salary Costs							
Salary costs by Year	2011-2013	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$0	\$852,213	\$1,777,728	\$2,682,642	\$3,281,965	\$3,902,444	\$12,496,993
Salary Savings for Retirements Net of New Hires	\$0	\$440,946	\$438,748	\$417,446	\$368,604	\$299,808	\$1,965,553
Total Cost	\$0	\$411,266	\$1,338,981	\$2,265,196	\$2,913,361	\$3,602,636	\$10,531,440
Combined Salary Costs							
Salary costs by Year	2011-2013	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$0	\$1,092,580	\$2,279,139	\$3,439,285	\$4,207,648	\$5,003,134	\$16,021,786
Salary Savings for Retirements Net of New Hires	\$0	\$565,316	\$562,497	\$535,188	\$472,570	\$384,369	\$2,519,939
Total Cost	\$0	\$527,264	\$1,716,642	\$2,904,097	\$3,735,078	\$4,618,764	\$13,501,846

Terminal Pay

SOA members who were employed by the Suffolk County Police Department on or before 1/1/11 and separate from service prior to 4/1/14 will be paid for an additional 20 hours of compensatory time. SOA members who were employed by the Suffolk County Police Department on or before 1/1/12 and separate from service prior to 4/1/15 will be paid for an additional 40 hours of compensatory time. Based on historical data, the average number of SOA retirements from January 1st to April 1st is eight. As shown in the following chart, the average cost for an additional 20 hours is \$1,381 in 2014 and the average cost for 40 hours is \$2,845 in 2015. In 2013, the average SOA terminal pay was approximately \$249,000. Therefore, we do not anticipate that this relatively modest increase in terminal pay will substantially affect normal retirement patterns. We estimate a total cost of \$11,048 in 2014 and \$22,760 in 2015.

Increase in Terminal Pay							
	20 hrs on 1/14/14	Retirees from 1/1/14 to 4/1/14	2014 Cost	20 hrs on 1/14/14	Retirees from 1/1/14 to 4/1/14	2015 Cost	Total Cost
Fund	(1)	(2)	(3)= (1) x (2)	(4)	(5)	(6) = (4) x (5)	(7) = (3) + (6)
General Fund	\$1,381	2	\$2,762	\$2,845	2	\$5,690	\$8,452
Police District	\$1,381	6	\$8,286	\$2,845	6	\$17,070	\$25,356
Combined		8	\$11,048		8	\$22,760	\$33,808

Benefit Fund

Section 5 of the Agreement

This section of the agreement provides that the County will contribute to the SOA Benefit Fund an amount which remains equal to the PBA contribution and includes increases that are identical to those set forth in the PBA Memorandum of Agreement dated September 6, 2012. The current 2013 benefit fund contribution made for each member of the SOA is \$1,905. The agreement will enhance benefit contribution rates for each member to \$1,964 in 2014, \$2,030 in 2015, \$2,127 in 2016, and \$2,161 in both 2017 and 2018.

The agreement also includes language which dictates that the County shall not be required to make benefit fund contributions when the fund reserves exceed 32 months; shall make one half the normal fund contribution when the reserve is less than 32 months and greater than 24 months; and make the full contribution when the reserve falls below 24 months until it again reaches 32 months reserves.

The following chart shows the increased cost of benefit fund contributions for SOA members by fund and year. We assume (1) that the full contribution is made (reserves remain below 24 months) and (2) the SOA membership remains static at 437 members for the life of this agreement. As seen in the table, the County will incur an additional cost of \$401,854, in the aggregate, over the life of the agreement, as compared to its benefit fund contribution liability at the current rate of \$1,905 annually.

Benefit Fund Contribution Costs Associated with the 2011-2018 SOA Contract by Fund and Year						
Benefit Fund Contribution Cost to the General Fund						
Benefit Fund Contribution Costs by Year	2014	2015	2016	2017	2018	Total
Contribution Cost with Existing Contract	\$183,147	\$183,147	\$183,147	\$183,147	\$183,147	\$915,734
Contribution Cost with Proposed Contract	\$188,842	\$195,175	\$204,524	\$207,800	\$207,800	\$1,004,141
Total Additional General Fund Cost	\$5,696	\$12,029	\$21,377	\$24,653	\$24,653	\$88,408
Benefit Fund Contribution Cost to the Police District Fund						
Benefit Fund Contribution Costs by Year	2014	2015	2016	2017	2018	Total
Contribution Cost with Existing Contract	\$649,338	\$649,338	\$649,338	\$649,338	\$649,338	\$3,246,692
Contribution Cost with Proposed Contract	\$669,532	\$691,985	\$725,130	\$736,745	\$736,745	\$3,560,137
Total Additional Police District Cost	\$20,194	\$42,647	\$75,792	\$87,407	\$87,407	\$313,446
Combined Benefit Fund Contribution Costs						
Benefit Fund Contribution Costs by Year	2014	2015	2016	2017	2018	Total
Contribution Cost with Existing Contract	\$832,485	\$832,485	\$832,485	\$832,485	\$832,485	\$4,162,425
Contribution Cost with Proposed Contract	\$858,375	\$887,160	\$929,654	\$944,545	\$944,545	\$4,564,279
Total Additional Cost	\$25,890	\$54,675	\$97,169	\$112,060	\$112,060	\$401,854

Deferrals

Sections 7.d-h. of the Agreement

Multiple items are included for deferred holiday pay that will provide short term savings. In particular:

- Section 7.d. defers five days of holiday pay for 2014 and 2015 to be paid upon separation at the members then prevailing rate.
- Section 7.e., f., g., h. allows the County to defer a portion of holiday pay in the event of that a deficit is demonstrated and a deferral is needed to balance the budget. Holiday pay would be

paid at the prevailing rate either upon separation or, at the discretion of the County in 2020. For the purposes of our analysis we assume that these deferrals will take place.

The impact of these provisions is as follows:

Amount of Deferrals in the 2011-2018 SOA Agreement						
Deferral	Fund	2014	2015	2016	2017	2018
7.d. Five Holidays	General Fund	\$288,288	\$306,768	\$0	\$0	\$0
Deferred	Police District	\$1,022,112	\$1,087,632	\$0	\$0	\$0
7.e.f.g.h. Holiday Pay	General Fund	\$461,261	\$490,829	\$836,035	\$565,488	\$0
Hours Deferred	Police District	\$1,635,379	\$1,740,211	\$2,964,125	\$2,004,912	\$0
Total Deferrals for General Fund and Police District Combined		\$3,407,040	\$3,625,440	\$3,800,160	\$2,570,400	\$0

Longevity

Section 10 of the Agreement

- Section 10.a. Longevity shall be increased \$25 per year in years 2013, 2014 and 2015. Increases shall not become effective until January 1, 2016. Longevity shall be increased \$50 on December 31, 2018 and \$25 will be deferred until January 1, 2020.
- Section 10.b. Effective January 1, 2014 unit members shall receive an additional \$2,000 after completing 20 years as an SOA unit member.

Cost of Longevity Increases					
Fund	2014	2015	2016	2017	2018
General Fund	\$46,640	\$46,640	\$232,760	\$232,760	\$232,760
Police District	\$165,360	\$165,360	\$825,240	\$825,240	\$825,240
Combined	\$212,000	\$212,000	\$1,058,000	\$1,058,000	\$1,058,000

Retirement

The County's contribution to the NYS Police and Fire Retirement System (PFRS) is based on a percentage of salaries for the preceding year. Consequently, the first year impacted by the SOA contract is 2015 since 2014 is the first year of increases. The current contribution rate for PFRS is 28.65%. New York State anticipates lowering the contribution rate in the upcoming years; however, the maximum yearly decrease in Suffolk's rate is limited to 0.5% as a result of the County's participation in the "enhanced" amortization program. Assuming the contribution rate decreases by the maximum amount each year, retirement costs are expected to rise as shown in the following table:

Retirement (Change in County Contribution)						
Fund	2014	2015	2016	2017	2018	Totals
General Fund	\$0	-\$60,109	\$240,534	\$584,156	\$858,041	\$1,622,622
Police District	\$0	-\$213,113	\$852,802	\$2,071,098	\$3,098,170	\$5,808,956
Total	\$0	-\$273,221	\$1,093,336	\$2,655,253	\$3,956,210	\$7,431,578

Concluding Remarks

With this agreement in place, all three police bargaining units will have negotiated agreements through 2018. The following table summarizes the overall impact of the three contracts combined. Crafting a budget for 2015 and beyond will be a challenge, as the County will need to fund additional expenditures estimated to be \$35.7 million in 2015, \$83.1 million in 2016 and \$108.1 million in 2017, and \$131.5 million in 2018. To put things into perspective, an additional quarter-cent sales tax in 2014 dollars is just under \$75 million.

Estimated General Fund Costs for the Three Sworn Police Union Contracts									
	2011	2012	2013	2014	2015	2016	2017	2018	Total
PBA	\$0	\$125,793	-\$58,815	\$391,805	\$869,090	\$1,878,039	\$2,249,579	\$2,605,706	\$8,061,198
SDA	\$0	\$0	-\$108,056	-\$246,336	\$1,407,685	\$4,519,652	\$7,496,664	\$9,330,842	\$22,400,451
SOA	\$0	\$0	\$0	-\$204,108	\$806,392	\$2,374,590	\$3,769,180	\$5,434,990	\$12,181,044
Total	\$0	\$125,793	-\$166,871	-\$58,639	\$3,083,167	\$8,772,281	\$13,515,423	\$17,371,538	\$42,642,692
Estimated Police District Costs for the Three Sworn Police Union Contracts									
	2011	2012	2013	2014	2015	2016	2017	2018	Total
PBA	\$0	\$4,067,323	-\$1,901,679	\$12,668,356	\$28,100,591	\$60,723,270	\$72,736,373	\$84,251,166	\$260,645,399
SDA	\$0	\$0	-\$122,833	-\$275,201	\$1,607,276	\$5,142,297	\$8,526,237	\$10,552,727	\$25,430,503
SOA	\$0	\$0	\$0	-\$723,655	\$2,859,025	\$8,419,000	\$13,363,458	\$19,325,534	\$43,243,363
Total	\$0	\$4,067,323	-\$2,024,513	\$11,669,500	\$32,566,892	\$74,284,567	\$94,626,069	\$114,129,427	\$329,319,265
Estimated Combined General Fund and Police District Costs for the Three Sworn Police Union Contracts									
	2011	2012	2013	2014	2015	2016	2017	2018	Total
PBA	\$0	\$4,193,116	-\$1,960,494	\$13,060,161	\$28,969,681	\$62,601,309	\$74,985,952	\$86,856,872	\$268,706,597
SDA	\$0	\$0	-\$230,890	-\$521,537	\$3,014,961	\$9,661,949	\$16,022,902	\$19,883,569	\$47,830,954
SOA	\$0	\$0	\$0	-\$927,762	\$3,665,416	\$10,793,590	\$17,132,638	\$24,760,524	\$55,424,407
Total	\$0	\$4,193,116	-\$2,191,384	\$11,610,861	\$35,650,059	\$83,056,848	\$108,141,492	\$131,500,966	\$371,961,958

* * *

Attachments: 3

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018

WHEREAS, the County Executive, the Director of Labor Relations, and the President of the Suffolk County Superior Officers Association have reached an agreement covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018, subject to the approval, to the extent necessary, by the Suffolk County Legislature; and

WHEREAS, such agreement has been set down in a stipulation of agreement, a copy of which has been filed with the Clerk of the Suffolk County Legislature; and

WHEREAS, such agreement has been ratified by the Suffolk County Superior Officers Association; now, therefore be it

1st **RESOLVED**, that the County Executive, or his designee, be and is hereby authorized to execute an agreement with the Suffolk County Superior Officers Association in accordance with the stipulation of agreement dated February 7, 2014, a copy of which is on file with the Clerk of the Suffolk County Legislature, covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STIPULATION OF AGREEMENT

BETWEEN

THE COUNTY OF SUFFOLK AND

SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION

All provisions of the parties' January 1, 2004 through December 31, 2007 Collective Bargaining Agreement, as amended by an interest arbitration award covering the period January 1, 2008 through December 31, 2010, shall remain unchanged except as specifically modified herein.

1. **Term:** Eight years - 1/1/2011 through 12/31/2018

2. **Wages:** (Section 39(a))

a.

2011 & 2012	2013	2014	2015	2016, 2017 & 2018
0%	0%	1/1-1.5%	6/1 - 1.5%	1/1 - 1.75%
		6/1 - 1.5%	12/1 - 1.75%	6/1 - 1.75%
		12/1 - 1.5%		

b. Effective upon the full ratification and approval of this Agreement, for any SOA unit member hired as a police officer prior to the full ratification of the PBA Contract dated September 6, 2012 and promoted to sergeant after the full ratification and approval of the 2011-2018 Agreement, there shall be an 8 step salary scale with steps beginning at Step 1 immediately upon promotion with a base salary of 2.25 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement. Step 2 for these individuals commences the following January 1st at a base salary of 4.5 percent above the top step PBA base salary as set forth in the

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2011-2018 PBA Collective Bargaining Agreement; Step 3 commences the following January 1st at a base salary of 6.75 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 4 commences the following January 1st at a base salary of 9 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 5 commences the following January 1st at a base salary of 11.25 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 6 commences the following January 1st at a base salary of 13.5 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 7 commences the following January 1st at a base salary of 15.75 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement and Step 8 commences the following January 1st at a base salary of 17.97 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement. If a sergeant is promoted from the rank of detective, the sergeant shall be placed in the step providing the base salary directly above his/her base salary as a detective and receive subsequent step increases in accordance with the provisions set forth above.

c. Effective upon the full ratification and approval of this Agreement, for any SOA unit member hired as a police officer after September 6, 2012 and who is subsequently promoted to sergeant, there shall be a 10 step salary scale with Step 1 commencing upon promotion at a base salary of 1.8 percent above the former PBA unit member's existing step base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement, Step 2 commencing the following January 1st at a base salary of 3.6 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 3 commencing the following January 1st at a base salary 5.4 percent above what he/she would have

been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 4 commencing the following January 1st at a base salary 7.2 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 5 commencing the following January 1st at a base salary of 9 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 6 commencing the following January 1st at a base salary 10.8 percent above what he/she would have been earning as a base salary had he/she remained as a unit PBA member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 7 commencing the following January 1st at a base salary 12.6 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 8 commencing the following January 1st at a base salary 14.4 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 9 commencing the following January 1st at a base salary 16.2 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement and Step 10 commencing the following January 1st at a base salary 17.97 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement. If a sergeant is promoted from the rank of detective, the sergeant shall move to the identical numerical step he/she had attained as a detective at a base salary at the appropriate percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement and receive increases in accordance with the provisions set forth above.

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d. Effective upon the full ratification and approval of the 2011-2018 Agreement, for any SOA unit member hired as a police officer prior to the full ratification of the PBA Contract dated September 6, 2012 and promoted to sergeant after the full ratification and approval of the 2011-2018 Agreement and who is subsequently promoted from the following ranks to the following ranks, the SOA unit member shall receive the following increase in base salary:

Sergeant to Detective Sergeant	5% above Step 8 base salary as set forth in Section 2(b)
Sergeant to Lieutenant	11.32% above Step 8 base salary as set forth in Section 2(b)
Lieutenant to Detective Lieutenant	5%
Lieutenant to Captain	7.54%
Captain to Detective Captain	5%
Captain to Deputy Inspector	5.53%
Deputy Inspector to Inspector	5.81%
Inspector to Deputy Chief	3.43%
Deputy Chief to Assistant Chief	3.32%
Assistant Chief to Chief	2.77%
Chief to Chief of Department	2.70%

e. Effective upon the full ratification and approval of the 2011-2018 Agreement, for any SOA unit member hired as a police officer after September 6, 2012 and who is subsequently promoted from the following ranks to the following ranks, the SOA unit member shall receive the following increase in base salary:

Sergeant to Detective Sergeant	5% above Step 10 base salary as set forth in Section 2(c)
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Sergeant to Lieutenant	11.32% above Step 10 base salary as set forth in Section 2(c)
Lieutenant to Detective Lieutenant	5%
Lieutenant to Captain	7.54%
Captain to Detective Captain	5%
Captain to Deputy Inspector	5.53%
Deputy Inspector to Inspector	5.81%
Inspector to Deputy Chief	3.43%
Deputy Chief to Assistant Chief	3.32%
Assistant Chief to Chief	2.77%
Chief to Chief of Department	2.70%

f. Effective January 1, 2014, except for SOA unit members covered under Sections 2(b), 2(c), 2(d) and 2(e) of the 2011-2018 Agreement, top base pay shall be increased by \$1475 for Sergeants, \$1548 for Detective Sergeants, \$1642 for Lieutenants, \$1724 for Detective Lieutenants, \$1765 for Captains, \$1854 for Detective Captains, \$1863 for Deputy Inspectors, \$1971 for Inspectors, \$2039 for Deputy Chiefs, \$2107 for Assistant Chiefs, \$2165 for Division Chiefs and \$2223 for Chief of Department and the salary scale shall be adjusted accordingly.

3. **Healthcare:** The parties agree to continue the existing EMHP agreement with the amendments made in the 2012 EMHP extension agreement through 12/31/2020.

4. **Productivity:** The parties further agree the duties and responsibilities of SOA unit members shall be expanded to include responsibility for homeland security, anti-terrorism, and disaster response. The department shall establish training programs to accomplish these objectives for all employees to attend. Effective January 1, 2015, except for SOA unit members covered under Sections 2(b), 2(c), 2(d) and 2(e) of the 2011-2018 Agreement, top base pay shall be increased by \$1475 for Sergeants, \$1548 for Detective Sergeants, \$1642 for Lieutenants, \$1724 for Detective

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Lieutenants, \$1765 for Captains, \$1854 for Detective Captains, \$1863 for Deputy Inspectors, \$1971 for Inspectors, \$2039 for Deputy Chiefs, \$2107 for Assistant Chiefs, \$2165 for Division Chiefs and \$2223 for Chief of Department and the salary scale shall be adjusted accordingly.

5. **Benefit Fund:** The Benefit Fund contributions shall be increased as follows
 - a. 2014 1.5% on 1/1/14, 2.5% on 6/1/2014 and 1.5% on 12/1/2014
 - b. 2015 1.5% on 6/15/2015 and 2.5% on 12/15/2015
 - c. 2016 1.5 on 1/1/2016 and 1.75% on 12/1/2016.
 - d. The county shall not be required to make Benefit Fund contributions when the fund reserves exceed 32 months. The County shall make $\frac{1}{2}$ the normal fund contribution when the fund reserve falls below 32 months but is greater than 24 months. Should the fund reserve fall below 24 months the County will make full contribution until it again reaches 32 months reserves.

6. **Family Sick: (Section 41(f))** Family sick leave shall be amended to include immediate family members currently covered, as defined in Section 41(f), who are not living with the employee.

7. **Deferrals:**
 - a. SOA unit members employed by the Suffolk County Police Department on 1/1/2011 who separate from service prior to 4/1/2014 shall receive twenty (20) hours of compensatory time paid upon separation at the member's then prevailing rate. Effective 4/1/2014 top base pay shall be increased by the dollar amount of twenty (20) hours compensatory time at the then prevailing top step rate except for SOA unit members covered under Sections 2(b), 2(c) and 2(d) of the 2011-2018 Agreement.
 - b. Members employed by the Suffolk County Police Department on 1/1/2012 who separate from service prior to 4/1/2015 shall receive forty (40) hours of compensatory time paid upon separation at the members then prevailing rate. Effective 4/1/2015 top base pay shall be



increased by the dollar amount of forty (40) hours compensatory time at the then prevailing top step rate except for SOA unit members covered under Sections 2(b), 2(c) and 2(d) of the 2011-2018 Agreement.

- c. Sub paragraphs (a) and (b) shall prevail notwithstanding any contradiction in the collective bargaining agreement. The County agrees SOA unit members who separate prior to an effective date(s) listed above and receive a compensatory time payment(s) shall have the payment(s) reflected as earnings in the year from which the payment(s) was/were deferred so as to be pension neutral.
- d. In 2014 and 2015 only, the third sentence of Section 16(a) of the Collective Bargaining Agreement shall be amended to read as follows: "Payments for the paid holidays of New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday and Easter shall be deferred on the Thursday following the first payday in July to be paid upon separation at the members then prevailing rate and the remaining holiday compensation shall be paid on the Thursday following the first payday in December except if deferred in accordance with Section 7 herein.
- e. In calendar year 2014, should the County demonstrate that a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to an additional sixty-four (64) hours from the holiday compensation to be paid on the Thursday following the first payday in December to be paid upon separation at the unit members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.
- f. In calendar year 2015, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County

Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to an additional sixty-four (64) hours from the holiday compensation to be paid on the Thursday following the first payday in December to be paid upon separation at the unit members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.

- g. In calendar year 2016, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to One Hundred Four (104) hours from the holiday compensation to be paid upon separation at the members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.
- h. In calendar year 2017, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to

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Sixty Eight (68) hours from the holiday compensation to be paid herein to be paid upon separation at the unit members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.

- i. If SDA unit members defer less than one hundred hours overtime in 2014, 2015 and/or 2016, the total number of hours the County may defer from SOA unit members shall be reduced by the same number of hours.
- j. Any SOA unit member who had holiday hours deferred while a member of the PBA unit, pursuant to the 2011-2018 PBA Agreement, prior to being promoted to Sergeant shall have the number of hours required to be deferred as an SOA unit member in the year promoted reduced by the amount of hours deferred in that same year as a member of the PBA unit prior to the promotion.
- k. The County shall not defer from unit members of the SOA any hours of holiday compensation pursuant to Sub-Paragraphs (e), (f) (g) and (h) herein if any law enforcement union enters into a Collective Bargaining Agreement after the full execution of this Agreement that does not contain substantially similar deferrals on a per capita basis unless that law enforcement union simultaneously or subsequently agrees to substantially similar deferrals on a per capita basis prior to the County deferring the annual holiday accruals from members. If the County enters into a Collective Bargaining Agreement or any simultaneous or subsequent Agreement with a law enforcement union after the full execution of this Agreement that contains substantially less deferrals on a per capita basis than set forth in Sub-Paragraphs (e), (f) and (h) herein, the County may only defer from unit members the same amount as agreed upon by the other law enforcement union on a per capita basis.

- l. The parties agree the holiday payments deferred are intended to be pension neutral and nothing set forth in the 2011-2018 Agreement by way of monies shall in any way diminish pension benefits or the County's pension contributions.

8. Employee Protections:

- a. No SOA unit member shall be subject to layoff for reasons, including but not limited to, budgetary, policy, legislative, executive, pension cost, healthcare cost, inflation, revenue, staffing needs, contracts, privatization etc. It is the intent of the parties to list all possible bases for layoff of SOA members in accordance with NYS statutory and case law and decisions.
- b. No duties exclusively performed by SOA unit members prior to the ratification and approval of the 2011-2018 Agreement can be subcontracted to an outside entity or transferred to another county bargaining unit without a written agreement with the SOA, except duties SOA unit members began on or after January 1, 2012, which were previously performed by civilians. The SOA written agreement shall not be unreasonably denied.
- c. Benefits outlined in sub paragraphs a & b and any benefit derived from a future arbitration related to said sub paragraphs, shall be considered mandatory subjects in all future negotiations.
- d. Any SOA unit member who suffers a permanent disability as a result of an assault or violent confrontation in the line of duty shall receive 207c pay at top step rate, retroactive, to be credited upon disability retirement.
- e. Any SOA unit member hired as a police officer after January 1, 2013 who becomes disabled as a result of a line of duty injury and who

receives a disability pension from NYS prior to reaching top step salary will receive a supplemental payment from the county equal to the difference between the pension granted and 50% or 75%, as applicable, of the top step at the time the pension was granted, This supplemental payment shall continue in full force as long as the member or surviving spouse, or beneficiary, receives a pension from NYS.

- f. Effective upon full ratification and approval of the 2011-2018 Agreement all slots made available for pre-picked vacation, if not selected during pre-pick vacation selection, shall remain available throughout the year for weekly selection. If within ten (10) days the slot remains unselected, the days shall be available for use of individual vacation days. Section 46 of the contract shall be amended to reflect that all vacation selections (weekly and individual) after pre-picked vacation selections have concluded shall be granted to the first employee who makes a request.

9. Management Rights:

- a. The department shall have the right to change tours two (2) times per year (Trainee and Trainer) for the transitioning to new equipment.
- b. Effective upon the full ratification and approval of the 2011-2018 Agreement, travel time and mileage shall be waived should the department conduct firearms training at F6 labs in Nassau County.
- c. The department will make every effort to retrain and maintain EMT status when practical. No member shall be removed from service for failing the EMT recertification.
- d. In commands requiring other than standard training the department may enter into an agreement with the SOA to facilitate training, while

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preserving the member's rights, even if it is in contradiction to the collective bargaining agreement.

- e. Except for the grievance 13-01 dated December 6, 2013, the SOA hereby withdraws all pending grievances and improper practice charges, including appeals, against the County including but not limited to the grievance pertaining to the 26.1 payment schedule.

10. Longevity:

- a. Longevity shall be increased \$25.00 per year in years 2013, 2014 and 2015. Increases shall not become effective until January 1, 2016; Longevity shall be increased \$50.00 on 12/31/2018. Employees shall defer \$25.00 of the 12/31/2018 longevity increase until January 1, 2020. Employees hired as police officers after January 1, 2013 shall no longer receive global longevity for time served as a police officer outside of Suffolk County Police Department.
- b. Effective January 1, 2014, Section 21 of the Collective Bargaining Agreement shall be amended to set forth that any SOA unit member shall receive additional annual longevity pay of \$2,000 after completing 20 years as an SOA unit member. All calculations of years as an SOA unit member and rules regarding payment of additional longevity shall be as set forth in Section 21 of the Collective Bargaining Agreement. The parties agree that this provision is a mandatory subject of bargaining that the parties may seek to renegotiate as part of negotiations for a successor to the 2011-2018 Agreement.

- 11. **401a:** The parties agree that within six (6) months of the full ratification and approval of the 2011-2018 Agreement the county will make every effort to establish a 401a program for severance deferral. The parties agree that the program will have no cost to the municipality. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.

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- 12. Worker's Compensation:** The parties agree that within six (6) months of the full ratification and approval of this agreement they will negotiate a new injured employee procedure to replace the existing "Medscope" process. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.
- 13. Rights & Benefits:** All contractual provisions for spouses shall be extended to domestic partners if certified or qualified under the requirements for healthcare under the EMHP agreement (effective 1/1/2012) or any other NYS or federal healthcare plan. If domestic partner is receiving surviving spouse benefits they must certify annually that they are not in a domestic partnership or marriage.
- 14. Education:** Effective January 1, 2014 except for SOA unit members covered under Sections 2(b), 2(c), 2(d) and 2(e) of the 2011-2018 Agreement, top base pay shall be increased \$1770 for Sergeants, \$1858 for Detective Sergeants, \$1970 for Lieutenants, \$2068 for Detective Lieutenants, \$2118 for Captains, \$2224 for Detective Captains, \$2236 for Deputy Inspectors, \$2366 for Inspectors, \$2447 for Deputy Chiefs, \$2528 for Assistant Chiefs, \$2598 for Division Chiefs and \$2668 for Chief of Department and the salary scale shall be adjusted accordingly. All employees hired on or after the complete ratification and approval of the PBA Agreement dated September 6, 2012 shall be required to complete a minimum of 120 college credits or obtain a Bachelor's degree. Employees who are in the positions set forth above and who have not satisfied the 120 college credit or degree requirement by November 1 of any year after reaching top step pay shall have their final holiday check for that year reduced by the appropriate amount set forth above until the requirements are satisfied. Current employees shall be given credit for time served in the Police Department and training received to date to satisfy their college credit or degree obligation under this provision.

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15. Re-Opener: The SOA shall be entitled to re-open negotiations over the terms and conditions of employment, including the right to proceed to interest arbitration, in the event that any current or future Suffolk County law enforcement bargaining unit agrees or is awarded either greater benefits or lesser concessions, including the total value of those benefits and concessions, during the period of 2011-2018 than those provided for herein.

16. Wage Protection: The SOA shall have the right during the term of the 2011-2018 Agreement to re-open negotiations, for wages only, should the rate of inflation exceed five percent (5%) in any calendar year. The rate of inflation shall be by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Items -All urban Consumers for New York-Northern New Jersey- Long Island.

THIS AGREEMENT SHALL REFLECT THE COMPLETE ARGEMENT OF THE PARTIES AND SHALL NOT BE AMENDED EXCEPT BY WRITTEN INSTRUMENT SIGNED AND RATIFIED BY BOTH PARTIES. THIS AGREEMENT REPLACES, SUPERCEDES AND VOIDS ANY PRIOR AGREEMENTS BETWEEN THE PARTIES TO THE CONTRARY.

SHOULD ANY PROVISION IN THIS AGREEMENT BE FOUND TO BE UNLAWFUL OR UNENFORCEABLE BY A COURT OF COMPETENT JURIDICITION THE REMAINDER OF

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THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND THE PARTIES SHALL IMMEDIATELY COMENCE NEGOTIATIONS TO REPLACE THE INVALIDATED PROVISION WITH A COMPARABLE, LEGAL CLAUSE.

ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE RATIFICATION OF THE SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION INC. AND SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE RATIFICATION HAS OCCURRED.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

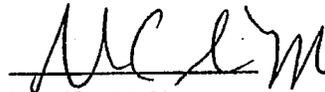
Dated 2/7/2014

FOR THE ASSOCIATION:

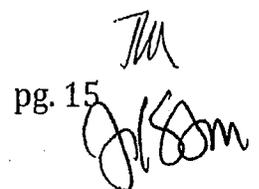


Tim Morris, President
Suffolk Superior Officers Association

FOR THE COUNTY:

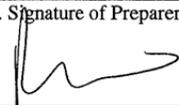


Jennifer McNamara
Acting Director of Labor Relations

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LR No. 1162-2014

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation						
Resolution <u>XX</u> Local Law _____ Charter Law _____						
2. Title of Proposed Legislation						
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018.						
3. Purpose of Proposed Legislation						
SEE NO. 2 ABOVE						
4. Will the Proposed Legislation Have a Fiscal Impact? Yes XX No						
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)						
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact				
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):				
<input type="radio"/> Library District	<input type="radio"/> Fire District					
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact						
This contract covers years 2011-2018. There are no increases in 2011 and 2012 and there will be no retro for salary increases in 2013.						
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.						
Estimated cost of the contract is shown below (in millions), this includes all salary items and fringe benefits (shown in the year in which salary is earned) Maximum benefit of deferrals is used in estimated savings.						
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>
Cost	\$7.16	\$13.70	\$21.41	\$25.97	\$30.47	\$98.71
Savings	\$8.09	\$6.09	\$5.56	\$4.57	\$2.12	\$26.43
Net	-\$0.93	\$7.61	\$15.85	\$21.40	\$28.35	\$72.28
8. Proposed Source of Funding						
Suffolk County Operating Budget						
9. Timing of Impact						
Effective upon adoption.						
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date				
Tricia Saunders, Senior Research Analyst		2-10-2014				