

SUFFOLK COUNTY LEGISLATURE



Robert Lipp
Director

BUDGET REVIEW OFFICE

May 14, 2019

To: DuWayne Gregory, Presiding Officer and
All Suffolk County Legislators

From: Robert Lipp, Director *Robert Lipp*
Budget Review Office

Subject: **Analysis of PBA Contract 2019-2024**

This agreement contains 31 provisions. All items are effective upon full ratification and approval of the agreement, unless otherwise indicated. A summary of these items follows.

1. **Term of contract:** The term of this contract is six (6) years from January 1, 2019 through December 31, 2024.
2. **Base Salary schedule:**

Effective January 1, 2019	No increases
Effective January 1, 2020	Wages increase by 2.25%
Effective January 1, 2021	Wages increase by an additional 1%
Effective July 1, 2021	Wages increase by an additional 1%
Effective January 1, 2022	Wages increase by an additional 1%
Effective July 1, 2022	Wages increase by an additional 1%
Effective January 1, 2023	Wages increase by an additional 1%
Effective July 1, 2023	Wages increased by an additional 1%
Effective January 1, 2024	Wages increase by an additional 1.5%
Effective July 1, 2024	Wages increase by an additional 1.5%

3. **Pay Scale:** Employees hired prior to January 1, 2013 shall be placed at top step; those hired on or after January 1, 2013 shall be placed at the step that corresponds to their length of service with the SCPD at the time of final ratification and approval of this Agreement, except as otherwise provided for herein.

Employees with at least	Pay Scale Is:
30 months of service but less than 36 months	Existing base salary until 36th month followed by pay at new schedule
18 months of service but less than 24 months	Existing base salary until 24th month followed by pay at new schedule
6 months of service but less than 12 months	Existing base salary until 12th month followed by pay at new schedule

- Employees who transferred from the SC Park Police pursuant to the 9/30/14 MOA shall be placed in the new salary schedule at the step corresponding to the number of years of service for which they are currently being paid.
4. **Range:** Effective 1/1/20, all employees shall work one (1) additional day during each calendar year 2020 through and including 2024 for firearms qualification. This additional day shall not be scheduled on an employee's days off before or after a pre-picked vacation, and must be adjacent to an employee's first or last regularly scheduled shift, unless mutually agreed upon. This provision shall expire on December 31, 2024.
 5. **Benefit Fund:** Contributions to the Fund shall be based on the number of employees in the Fund on 12/31/18, and increase by \$225 per member on January 1 each year 2020 to 2024, and by 2.11% of top step PO base salary effective 12/31/24.
 6. **Work Chart:** Employees hired after full ratification and approval shall work a 261-day schedule during their first year of employment, inclusive of the police academy; and shall work a 249-day schedule during their second year of employment. Pay rates will continue to be calculated on a 232-day schedule. Upon graduation from the police academy, employees will be assigned to a "two-tour" schedule. Employees shall work the 5-2, 5-3 schedule without letter days.
 7. **Sick Leave (3 items):** Employees hired after full ratification and approval shall receive 13 sick days a year. Unused sick leave will be paid for upon separation or upon death to his/her designated beneficiary at the rate of one (1) day for every day accumulated up to a total of 300 days.

Section 22(c) of the CBA is amended to replace the title "physician" with "medical practitioner" and "three (3) working days" with "two (2) consecutive work days or five (5) cumulative work days in a rolling 90-day period". The paragraph will now end with "Employees who fail to provide a note upon request shall not be permitted to work voluntary overtime until such time the note is provided."

Employees shall be permitted to donate sick leave to a "bank" to be used by any member suffering from a catastrophic illness or injury. Determination of whether said illness or injury is catastrophic shall proceed directly to arbitration pursuant to Section 30.C.4 of the CBA.
 8. **Canine:** Effective 1/1/20 Section 12(h) shall be amended by replacing the fixed dollar amount with 30 minutes of straight time pay per day (3.5 hrs./week) at the prevailing rate of pay.
 9. **Cleaning:** Effective 1/1/20 the cleaning allowance will be increased by \$450.
 10. **Clothing:** Effective 1/1/20 the clothing allowance will be increased by \$300.
 11. **Longevity (2 items):** Longevity shall be increased by \$25 each January 1 from 2020 through 2024. Effective 1/1/20 the maximum years of service for the calculation of longevity pay shall be 32 years. Employees eligible for more than 32 years of longevity service on 1/1/20 shall be frozen at the number of years of service for which they are eligible on that date.

12. **Cancer Time:** Employees shall receive up to four (4) paid hours off each year for approved cancer screenings.
13. **Prisoners:** The County may assign, only after the arrest process is complete, the guarding and transportation of prisoners to and from court and hospitals to members of another County bargaining unit. Only applies to prisoners after the arrest process is complete.
14. **Meal Run:** The County can assign the prisoner meal run to members of another County bargaining unit.
15. **Supplemental Tasks Stipend:** Effective 1/1/2020, a supplemental tasks stipend of 2.5% of top step Police Officer will be paid to all employees assigned to the SAFE T Team who wear a Body Worn Camera, and on the Medical Crisis Action Team (MedCAT). The stipend will not increase the members "rate of pay" for other compensation calculations.
16. **SCAT:** Effective 12/31/2024, sick and vacation leave accruals will be prorated by the month for the calendar year an employee separates from service. Employees will receive credit for all the months up to and including the month they retire.
17. **Recall:** Call-in/recall pay will be reduced to a minimum of 2 hours of overtime pay. If the assignment for which an employee was called-in/recalled is completed in less than four hours, the employee will have the option to remain on duty for the remainder of the four hours, on overtime.
18. **Meals:** The meal allowance set forth in Section 20(9) of the CBA is deleted.
19. **Mileage:** Employees will not receive the mileage allowance set forth in the first sentence of Section 14(a) of the CBA.
20. **Court:** Employees will only receive one recall for attending multiple court cases scheduled within a four-hour period.
21. **Medscope:** The Department submit relevant video evidence for the medical consulting service to decide medical disputes. The Department must provide to the PBA, all video obtained during all investigations related to medical disputes. The PBA must be given a minimum of one weekday for every two hours of video provided to review prior to the Department's submission of video evidence to the medical consulting service.
22. **Short Sleeves:** When temperatures rise above 80 degrees, employees will be allowed to wear Department issued or approved short sleeve shirts.
23. **Life Insurance:** Effective January 1, 2020, Section 39(e) of the CBA regarding life insurance payments shall be deleted. The County will no longer be required to make annual payments of \$84,107 to an Association Insurance Fund.
24. **Education:** Effective January 1, 2020, Section 7(b) of the CBA regarding education allowance shall be deleted. The County will no longer be required to make annual payments of \$283,990 to the PBA for educational benefits.
25. **Member Services Fund:** Effective January 1, 2020, the County will make annual payments of \$368,097 to a PBA Member Services Fund on or about February 1 of each year which will provide education, insurance, and other benefits and services to employees.
26. **Schedule:** Upon the request of the PBA President, members of the PBA Board of Governors will be assigned to the day tour Monday to Friday (0700 to 1500).

27. Internal Affairs: In preparation for Internal Affairs interviews, the Department will provide a private room for PBA representatives and counsel to meet with employees. The Department's failure to provide a private room will not result in suppression of any evidence or statements provided during the interview.

28. Re-Opener: The agreement provides for a re-opener clause should any current or future law enforcement bargaining unit agree to or is awarded a change in overall terms and conditions of employment, including the value of concessions given, during the period of this Agreement inconsistent with the terms of this Agreement.

Analysis

The following table summarizes our projected costs for the Proposed PBA agreement. We used the most recent biweekly payroll (5/5/19) and projected it forward through the end of the contract comparing costs with and without the agreement in place. The costs shown are the net difference. We assumed 70 retirements (35 in January and 35 in July) each year, and a class of 70 recruits each September. We used the 2018 W-2 report to project compensation other than salaries (Overtime, Holiday Pay, Term Pay, etc.).

BRO Cost of the 2019-2024 PBA Agreement								
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	Permanent Salaries	\$1,355	\$309,229	\$520,493	\$803,658	\$1,091,906	\$1,508,961	\$4,235,603
115	Permanent Salaries	\$774,655	\$5,845,483	\$9,706,786	\$14,756,960	\$20,157,639	\$27,814,704	\$79,056,227
Total		\$776,011	\$6,154,712	\$10,227,279	\$15,560,618	\$21,249,545	\$29,323,665	\$83,291,830
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	Other Compensation	\$12,804	\$85,632	\$144,824	\$224,403	\$305,531	\$418,287	\$1,191,480
115	Other Compensation	\$243,279	\$1,266,297	\$2,137,749	\$3,313,668	\$4,512,701	\$6,184,072	\$17,657,766
Total		\$256,083	\$1,351,928	\$2,282,573	\$3,538,071	\$4,818,232	\$6,602,359	\$18,849,246
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	Retirements net term pay and new hires	-\$20	-\$3,830	-\$12,607	-\$37,890	-\$66,882	-\$101,942	-\$223,171
115	Retirements net term pay and new hires	-\$375	-\$72,779	-\$239,526	-\$719,913	-\$1,270,758	-\$1,936,890	-\$4,240,240
Total		-\$394	-\$76,610	-\$252,133	-\$757,803	-\$1,337,640	-\$2,038,831	-\$4,463,411
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	Social Security	\$1,082	\$17,756	\$27,778	\$41,155	\$56,392	\$73,399	\$217,563
115	Social Security	\$77,843	\$319,632	\$493,885	\$721,164	\$991,734	\$1,289,275	\$3,893,534
Total		\$78,925	\$337,388	\$521,663	\$762,320	\$1,048,126	\$1,362,674	\$4,111,097
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	PFRS Retirement	\$0	\$3,036	\$83,954	\$140,137	\$212,590	\$285,670	\$725,387
115	PFRS Retirement	\$0	\$218,470	\$1,511,273	\$2,491,595	\$3,725,199	\$5,023,890	\$12,970,428
Total		\$0	\$221,506	\$1,595,228	\$2,631,732	\$3,937,788	\$5,309,560	\$13,695,814
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	Benefit Fund Contribution	\$0	\$21,600	\$43,200	\$64,800	\$86,400	\$86,400	\$302,400
115	Benefit Fund Contribution	\$0	\$339,300	\$678,600	\$1,017,900	\$1,357,200	\$1,357,200	\$4,750,200
Total		\$0	\$360,900	\$721,800	\$1,082,700	\$1,443,600	\$1,443,600	\$5,052,600
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	Total	\$15,221	\$433,422	\$807,642	\$1,236,263	\$1,685,937	\$2,270,776	\$6,449,262
115	Total	\$1,095,403	\$7,916,402	\$14,288,768	\$21,581,375	\$29,473,714	\$39,732,251	\$114,087,914
Total		\$1,110,624	\$8,349,824	\$15,096,410	\$22,817,639	\$31,159,651	\$42,003,027	\$120,537,176

By comparison, the County Executive fiscal impact statement (FIS) includes the following estimated costs.

	2019	2020	2021	2022	2023	5 year Total
Cost	\$1,169,537	\$11,087,438	\$19,285,012	\$28,481,218	\$38,045,840	\$98,069,046
Savings	\$227,619	\$2,123,928	\$3,533,147	\$3,841,078	\$3,914,500	\$13,640,273
Net	\$941,918	\$8,963,510	\$15,751,865	\$24,640,140	\$34,131,340	\$84,428,773

The projection includes a five-year cost as is standard for a county FIS. Our analysis extends through 2024, which is the last year of the agreement. When we compare the five-year period in our analysis to that of the County Executive's Budget Office, BRO estimates a cost of \$78.5 million (2019-2023) compared to \$84.4 million. The \$5.9 million difference is attributable to variations in methodology and the many assumptions that need to be made to develop a model. It is our understanding that the Executive's Budget Office used a base-level head count that was approximately 50 officers higher than ours. If we adjust our model to account for the difference in this one assumption, our projection is just \$2.5 million less. Although little time was afforded to us to review the contract, we are confident that the Executive's fiscal impact statement is reasonable.

One of the major impacts of the contract is that allows PBA members to reach the same top step regardless of when they were hired. Under the previous agreement, members hired before the contract went into effect had a maximum salary of \$139,244 compared to \$111,551 for members hired after the agreement. Once an officer reached top step, the County would have saved \$27,692 (\$139,244-\$111,551) in salary annually each year. The County experienced significant savings from the fact that the salary schedule was elongated, but the County did not experience any savings from the lower maximum salary because that provision is being revoked under the 2019-2024 agreement before any employees hired after the previous agreement reached top step. Top step under the 2019-2024 contract is \$16,443 (\$155,687-\$139,244) more than the previous maximum for officers hired before the 2012-2018 agreement and \$44,135 (\$155,687-\$111,551) more than the maximum for those hired after the agreement.

The following chart shows that the salary cost per recruit until reaching top step will be \$250,000 more under the new salary schedule compared to the 2012-2018 schedule, and the cost will be more than \$44,000 each year thereafter.

Total Increased Salary Cost Per New Recruit Until Top Step (Hired 1/1/2020)								
2012-2018 Contract				2019-2024 Contract				Increased Annual Cost
Year	Step	biweekly	Annual	Year	Step	biweekly	Annual	
1	0	\$1,610	\$44,445	1	0	\$1,610	\$44,025	-\$419
	1	\$1,795			1	\$1,763		
2	2	\$1,907	\$51,253	2	2	\$2,077	\$54,485	\$3,232
	3	\$2,020			2	\$2,098		
3	4	\$2,133	\$57,139	3	3	\$2,321	\$60,879	\$3,741
	5	\$2,245			3	\$2,344		
4	6	\$2,358	\$63,024	4	4	\$2,656	\$69,662	\$6,638
	7	\$2,471			4	\$2,682		
5	8	\$2,583	\$68,897	5	5	\$3,039	\$79,921	\$11,024
	9	\$2,696			5	\$3,085		
6	10	\$2,809	\$74,782	6	6	\$3,427	\$89,445	\$14,663
	11	\$2,921			6	\$3,427		
7	12	\$3,034	\$80,668	7	7	\$3,856	\$100,642	\$19,974
	13	\$3,147			7	\$3,856		
8	14	\$3,258	\$86,514	8	8	\$4,177	\$109,020	\$22,506
	15	\$3,371			8	\$4,177		
9	16	\$3,483	\$92,387	9	9	\$4,391	\$114,605	\$22,219
	17	\$3,596			9	\$4,391		
10	18	\$3,709	\$98,285	10	10	\$4,820	\$125,802	\$27,517
	19	\$3,822			10	\$4,820		
11	20	\$3,935	\$104,184	11	11	\$5,355	\$139,766	\$35,582
	21	\$4,048			11	\$5,355		
12	22	\$4,161	\$110,082	12	12	\$5,741	\$149,840	\$39,758
	23	\$4,274			12	\$5,741		
13	23	\$4,274	\$111,551	13	13	\$5,965	\$155,687	\$44,135
Total								\$250,567