

SUFFOLK COUNTY LEGISLATURE



Robert Lipp
Director

BUDGET REVIEW OFFICE

December 16, 2013

To: Wayne R. Horsley, Presiding Officer and
All Suffolk County Legislators

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

Subject: **Analysis of IR No. 2102-2013: Authorizing the County Executive to execute an agreement with the Suffolk County Detectives Association covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018**

On November 26, 2013, the County Executive and the Suffolk Detectives Association (SDA) signed a stipulation of agreement for a new labor contract for the period of January 1, 2011 to December 31, 2018. It is our understanding that the rank-and-file approved the agreement on December 12, 2013. Attached to this memo you will also find a copy of (1) IR 2101-2013, (2) the "Stipulation of Agreement Between the County of Suffolk and Suffolk County Detective Association", and (3) the County Executive's fiscal impact statement.

As seen in the attached agreement, the following areas are covered: 1. Term (2011-18), 2. Wages, 3. Healthcare, 4. Benefit Fund, 5. Productivity, 6. Family Sick, 7. Deferrals, 8. Employee Protections, 9. Management Rights, 10. Longevity, 11. 401a, 12. Worker's Compensation, 13. Rights & Benefits, 14. Education, 15. Re-Opener and 16. Wage Protection. In this memorandum, we calculate the impact of only those items that have a fiscal impact which can be quantified.

The following table summarizes our findings. A more detailed discussion of each item follows. Through 2018, the length of the contract, we estimate the cost to be \$47.8 million, of which \$22.4 million is attributed to the General Fund and \$25.4 million to the Police District. Based on 344 existing Detectives, the increase in compensation equates to \$139,043 per Detective. 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 \$52.6 million, \$4.8 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 Suffolk Detectives Association (SDA) Agreement							
General Fund							
	2011-13	2014	2015	2016	2017	2018	Total
2. Wages	\$0	\$1,473,724	\$3,247,451	\$4,997,897	\$6,118,890	\$7,359,385	\$23,197,347
4. Benefit Fund	\$0	\$9,538	\$20,142	\$35,797	\$41,283	\$41,283	\$148,043
7. Deferrals	-\$108,056	-\$1,523,678	-\$1,580,680	-\$1,097,203	\$38,479	\$39,837	-\$4,231,301
9. Management Rights	\$0	-\$271,440	-\$271,440	-\$271,440	-\$271,440	-\$271,440	-\$1,357,200
10. Longevity	\$0	\$65,520	\$65,520	\$443,372	\$443,372	\$443,372	\$1,461,155
Retirement	\$0	\$0	-\$73,308	\$411,229	\$1,126,081	\$1,718,405	\$3,182,407
Total General Fund	-\$108,056	-\$246,336	\$1,407,685	\$4,519,652	\$7,496,664	\$9,330,842	\$22,400,451
Police District							
	2011-13	2014	2015	2016	2017	2018	Total
2. Wages	\$0	\$1,680,081	\$3,697,252	\$5,684,336	\$6,959,229	\$8,310,700	\$26,331,598
4. Benefit Fund	\$0	\$10,842	\$22,897	\$40,693	\$46,929	\$46,929	\$168,289
7. Deferrals	-\$122,833	-\$1,732,044	-\$1,796,841	-\$1,247,248	\$43,741	\$45,285	-\$4,809,941
9. Management Rights	\$0	-\$308,560	-\$308,560	-\$308,560	-\$308,560	-\$308,560	-\$1,542,800
10. Longevity	\$0	\$74,480	\$74,480	\$504,004	\$504,004	\$504,004	\$1,660,971
Retirement	\$0	\$0	-\$81,951	\$469,072	\$1,280,895	\$1,954,369	\$3,622,385
Total Police District	-\$122,833	-\$275,201	\$1,607,276	\$5,142,297	\$8,526,237	\$10,552,727	\$25,430,503
Combined General Fund and Police District							
	2011-13	2014	2015	2016	2017	2018	Total
2. Wages	\$0	\$3,153,805	\$6,944,703	\$10,682,233	\$13,078,119	\$15,670,086	\$49,528,945
4. Benefit Fund	\$0	\$20,380	\$43,039	\$76,490	\$88,212	\$88,212	\$316,332
7. Deferrals	-\$230,890	-\$3,255,722	-\$3,377,522	-\$2,344,450	\$82,219	\$85,122	-\$9,041,242
9. Management Rights	\$0	-\$580,000	-\$580,000	-\$580,000	-\$580,000	-\$580,000	-\$2,900,000
10. Longevity	\$0	\$140,000	\$140,000	\$947,376	\$947,376	\$947,376	\$3,122,127
Retirement	\$0	\$0	-\$155,259	\$880,301	\$2,406,976	\$3,672,774	\$6,804,792
Total General Fund and Police District	-\$230,890	-\$521,537	\$3,014,961	\$9,661,949	\$16,022,902	\$19,883,569	\$47,830,954

2. Wages

2.a. Permanent Salary Costs

Detective salaries are calculated by adding a percentage above the top step PBA Salary. Currently, there are four steps in the Suffolk Detectives Association (SDA) salary schedule. The first step is three percent above the top step PBA salary, the second step is six percent higher, the third step is nine percent higher, and the fourth step is twelve percent higher. Because the SDA contract expired at the end of 2010, the current Detectives' salary schedule is based on the 2010 top step PBA salary of \$108,608. As shown in the following chart, the top step PBA salary will be \$115,064 in 2014 and \$138,236 when the contract expires in 2018.

Top Step PBA Salaries 2011-2018					
Date of Increase	Salary Increase	Salary Received	Percent Increase in Salary Received	Year End Base Pay	Percent Increase in Year End Base Pay
2011-2012	0.00%	\$108,608	0.00%	\$108,608	0.00%
1/1/2013	1.15%	\$110,819	2.04%	\$111,506	2.67%
6/1/2013	1.50%				
1/1/2014	1.35%	\$115,064	3.83%	\$117,676	5.53%
4/1/2014	1.08%				
6/1/2014	1.50%				
12/1/2014	1.50%				
1/1/2015	1.06%	\$122,091	6.11%	\$125,470	6.62%
4/1/2015	2.16%				
6/1/2015	1.50%				
12/1/2015	1.75%				
1/1/2016	1.75%	\$128,969	5.63%	\$129,899	3.53%
6/1/2016	1.75%				
1/1/2017	1.75%	\$133,521	3.53%	\$134,486	3.53%
6/1/2017	1.75%				
1/1/2018	1.75%	\$138,236	3.53%	\$139,234	3.53%
6/1/2018	1.75%				

The index and the step system will remain the same for current SDA members with each step of the salary schedule being increased in accordance with the increases in the base top step PBA salary. Approximately 82% of SDA members are at top step. The following chart shows the change in salary for current top step SDA members through 2018.

Change in Annual Salary for Existing Top Step Detectives					
	2014	2015	2016	2017	2018
Annual Top Step Salary	\$128,935	\$136,827	\$144,505	\$149,607	\$154,889
Change from Previous Year	\$7,283	\$7,892	\$7,678	\$5,102	\$5,282
Increase over 2013 Max. Salary of \$121,652	\$7,283	\$15,175	\$22,853	\$27,955	\$33,237

Police Officers hired before the ratification of the latest PBA agreement on September 6, 2012 and promoted to Detective subsequent to the ratification of this agreement, will be paid on a new ten step salary schedule instead of the four step schedule for existing Detectives. Police Officers hired

after January 1, 2013 will be paid on a twelve step schedule after being promoted to Detective. The following chart shows the percentage above PBA top step salary for each step of the SDA schedules.

Percentage Above Top Step PBA Salary			
Step	Existing SDA	Police Officers Hired Before 9/6/12 and Promoted to Detective after Ratification of SDA Contract	Police Officers Hired After 1/1/13 and Promoted to Detective after Ratification of SDA Contract
	Members		
1	3%	1%	1%
2	6%	2%	2%
3	9%	4%	3%
4	12%	5%	4%
5	NA	7%	5%
6	NA	8%	6%
7	NA	9%	7%
8	NA	10%	8%
9	NA	11%	9%
10	NA	12%	10%
11	NA	NA	11%
12	NA	NA	12%

As a result of the implementation of the new salary schedules, it will take future SDA members longer to reach top step pay. We estimate that the County would save \$44,888 over nine years for Detectives on the ten step schedule and \$65,596 over eleven years on the twelve step schedule. The following chart shows the annual salary savings for each scenario compared to the existing four step schedule for Police Officers promoted to Detective on January 1, 2014.

Savings per Detective Compared to the Current Four Step System												
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
10 Step Schedule	\$2,302	\$4,887	\$6,451	\$9,350	\$7,973	\$5,570	\$4,177	\$2,785	\$1,392	\$0	\$0	\$44,888
12 Step Schedule	\$2,302	\$4,887	\$7,741	\$10,686	\$10,739	\$8,354	\$6,962	\$5,570	\$4,177	\$2,785	\$1,392	\$65,596

In order to calculate the total salary impact of the proposed contract, we projected forward the salaries of the 344 existing Detectives with cost of living increases and steps where applicable through 2018. Assuming a static workforce, the cost of the salary increases afforded under this contract would be \$2.5 million in 2014 and \$36.6 million through 2018; an average of \$7.3 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 17 retirements per year, which based on the distribution of Detectives on the most recent payroll, equates to eight retirements in the General Fund and nine retirements in the Police District. Between 2014 and 2018 we assume 17 annual retirements staggered throughout the year based on historical data with 26% of retirements taking place in January, 44% in July, and the remaining 30% during the other months. We also assume that there will be 17 Police Officers promoted to Detective 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.

For the General Fund and Police District combined, we estimate \$438,827 in savings in 2014 and \$4.3 million in savings through 2018 from replacing 17 top step Detectives each year with 17 step one Detectives paid on the new elongated salary schedule. The result is a total estimated salary impact of \$2 million in 2014 and \$32.3 million through 2018; an average annual cost of \$6.5 million. The following chart shows the calculation by fund and year from 2014 to 2018.

Permanent Salary (Obj 1100) Costs Associated with the 2011-2018 SDA Contract by Fund and Year						
General Fund Salary Costs						
Salary Costs by Year	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$1,163,414	\$2,433,474	\$3,679,300	\$4,500,710	\$5,351,121	\$17,128,019
Salary Savings for Retirements Net of New Hires	-\$206,507	-\$316,880	-\$417,236	-\$506,770	-\$543,963	-\$1,991,354
Total General Fund Cost	\$956,907	\$2,116,594	\$3,262,065	\$3,993,940	\$4,807,159	\$15,136,665
Police District Salary Costs						
Salary Costs by Year	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$1,324,217	\$2,768,123	\$4,182,062	\$5,115,714	\$6,082,330	\$19,472,446
Salary Savings for Retirements Net of New Hires	-\$232,320	-\$356,490	-\$469,390	-\$570,116	-\$652,477	-\$2,280,793
Total Police District Cost	\$1,091,897	\$2,411,634	\$3,712,672	\$4,545,598	\$5,429,853	\$17,191,653
Combined Salary Costs						
Salary Costs by Year	2014	2015	2016	2017	2018	Total
Salary Cost for Existing	\$2,487,631	\$5,201,597	\$7,861,362	\$9,616,424	\$11,433,451	\$36,600,465
Salary Savings for Retirements Net of New Hires	-\$438,827	-\$673,369	-\$886,626	-\$1,076,886	-\$1,196,440	-\$4,272,147
Total Cost	\$2,048,804	\$4,528,228	\$6,974,736	\$8,539,538	\$10,237,012	\$32,328,318

2.b. Other Salaries

SDA members are entitled to additional compensation besides their base salaries, the largest component of which is overtime salaries. Based on the 2012 W-2 data provided to us by the Department of Audit and Control, payments to SDA members other than regular salary comprised 30% 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

Mailing Address: P.O. Box 6100, Hauppauge, NY 11788-0099
 (631) 853-4100 FAX: (631) 853-5496 email: Robert.Lipp@suffolkcountynyny.gov

would expect an additional expense for the General Fund and Police District combined of \$1.1 million in 2014 and \$17.2 million through 2018; an average annual cost of \$2.8 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 SDA Contract by Fund and Year						
General Fund Salary Costs						
Cost by Year	2014	2015	2016	2017	2018	Total
Cost for Existing	\$607,680	\$1,270,283	\$1,919,416	\$2,347,929	\$2,791,570	\$8,936,878
Savings for Retirements Net of New Hires	-\$90,863	-\$139,427	-\$183,584	-\$222,979	-\$239,344	-\$876,196
Total General Fund Cost	\$516,817	\$1,130,856	\$1,735,832	\$2,124,950	\$2,552,227	\$8,060,682
Police District Salary Costs						
Cost by Year	2014	2015	2016	2017	2018	Total
Cost for Existing	\$690,405	\$1,442,473	\$2,178,196	\$2,664,482	\$3,167,937	\$10,143,494
Savings for Retirements Net of New Hires	-\$102,221	-\$156,855	-\$206,532	-\$250,851	-\$287,090	-\$1,003,549
Total Police District Cost	\$588,184	\$1,285,618	\$1,971,665	\$2,413,631	\$2,880,847	\$9,139,945
Combined Salary Costs						
Cost by Year	2014	2015	2016	2017	2018	Total
Cost for Existing	\$1,298,084	\$2,712,757	\$4,097,612	\$5,012,411	\$5,959,507	\$19,080,372
Savings for Retirements Net of New Hires	-\$193,084	-\$296,282	-\$390,115	-\$473,830	-\$526,433	-\$1,879,745
Total Cost	\$1,105,001	\$2,416,474	\$3,707,497	\$4,538,581	\$5,433,074	\$17,200,627

4. Benefit Fund

This section of the agreement provides that the County will continue to contribute to the PBA Benefit Fund, on behalf of the SDA, an amount equal to the PBA contribution, which will include the increases set forth in the PBA Memorandum of Agreement dated September 6, 2012. The current 2013 benefit fund contribution made for each member of the SDA 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 cost by fund and year. We assume (1) that the full contribution is made (reserves remain below 24 months) and (2) the SDA membership remains static at 344 members for the life of this agreement. As seen in the table, the County will incur an additional

cost of \$316,332, 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 SDA Contract						
General Fund						
	2014	2015	2016	2017	2018	Total
Contribution Cost with Existing Contract	\$306,690	\$306,690	\$306,690	\$306,690	\$306,690	\$1,533,450
Contribution Cost with Proposed Contract	\$316,228	\$326,832	\$342,487	\$347,973	\$347,973	\$1,681,493
Total Additional General Fund Cost	\$9,538	\$20,142	\$35,797	\$41,283	\$41,283	\$148,043
Police District						
	2014	2015	2016	2017	2018	Total
Contribution Cost with Existing Contract	\$348,630	\$348,630	\$348,630	\$348,630	\$348,630	\$1,743,151
Contribution Cost with Proposed Contract	\$359,472	\$371,527	\$389,323	\$395,559	\$395,559	\$1,911,441
Total Additional Police District Cost	\$10,842	\$22,897	\$40,693	\$46,929	\$46,929	\$168,289
Combined General Fund and Police District						
	2014	2015	2016	2017	2018	Total
Contribution Cost with Existing Contract	\$655,320	\$655,320	\$655,320	\$655,320	\$655,320	\$3,276,601
Contribution Cost with Proposed Contract	\$675,700	\$698,359	\$731,810	\$743,532	\$743,532	\$3,592,933
Total Additional Cost	\$20,380	\$43,039	\$76,490	\$88,212	\$88,212	\$316,332

7. Deferrals

Multiple items are included for deferred compensatory time and holiday pay that will provide short term savings, but members will be paid for this accrued time upon separation at the members then prevailing rate. In particular:

- Section 7.a. of the agreement defers 20 hours of comp time to be paid upon separation (if leaving between 1/1/2011 and 3/31/2014).
- Section 7.b. defers 60 hours of comp time (20+40) to be paid upon separation (if leaving between 1/1/2012 and prior to 3/31/2015).
- Section 7.d. defers 20 hours of holiday pay in 2014 and 2015 to be paid upon separation
- Section 7.f.1.&2. defers, subject to a budget shortfall, the first 100 hours of OT pay in 2014, 2015 and 2016 to be paid upon separation.
- Section 7.f.5. is not a deferral, but rather allows members to accumulate an additional 100 hours of overtime per year.
- Impact of Separations on Deferrals – Based upon our assumed 17 separations per year, an adjustment is made for payout of deferrals.

The impact of these provisions is as follows:

Item 7: Deferrals (Combined General Fund and Police District)							
	2011-2013	2014	2015	2016	2017	2018	Totals
7.a.&b.	-\$230,890	-\$70,868	-\$18,720	\$0	\$0	\$0	-\$320,477
7.d.	\$0	-\$956,018	-\$1,010,132	\$0	\$0	\$0	-\$1,966,150
7.f.1.&2.	\$0	-\$2,390,044	-\$2,525,330	-\$2,525,330	\$0	\$0	-\$7,440,704
7.f.5.	\$0	\$101,464	\$101,464	\$101,464	\$0	\$0	\$304,392
Impact of Separations on Deferrals	\$0	\$59,744	\$75,196	\$79,415	\$82,219	\$85,122	\$381,696
Total: 7. Deferrals	-\$230,890	-\$3,255,722	-\$3,377,522	-\$2,344,450	\$82,219	\$85,122	-\$9,041,242

Savings from deferrals will translate into higher future costs as Detectives leave County service.

9. Management Rights

A savings is identified in our analysis from section 9.a. of the agreement. This section of the agreement allows management to change a member's tour four times per year without additional compensation. To calculate the savings we assume that all members' tours are changed the maximum four times. Using the maximum number of tour changes for all Detectives is likely to overstate the savings, but the data were not available to allow us to modify that assumption.

Management Rights: 9.a. Four tour changes without additional compensation						
	2014	2015	2016	2017	2018	Totals
General Fund	-\$271,440	-\$271,440	-\$271,440	-\$271,440	-\$271,440	-\$1,357,200
Police District	-\$308,560	-\$308,560	-\$308,560	-\$308,560	-\$308,560	-\$1,542,800
Total	-\$580,000	-\$580,000	-\$580,000	-\$580,000	-\$580,000	-\$2,900,000

No savings were calculated for section 9.c., in which the SDA agrees to withdraw all pending grievances. It is our understanding that if grievances were not withdrawn there could be a cost to the County of almost \$2 million. This represents a contingent liability. It would be difficult to predict the outcome of legal proceedings that would represent a savings to the County.

10. Longevity

Section 10.a. of the agreement calls for several longevity increases and reduces the short term impact by deferring the associated payments. Longevity increases of \$25 per year in 2013, 2014 and 2015 are deferred to 1/1/2016. In addition, a longevity increase of \$50 granted on 12/31/2018 will be deferred to 1/1/2020. The full impact of the deferrals will not be felt until three years beyond the 2018 time horizon presented here. The cost (assuming no accruals) is estimated to be \$2 million, or \$500,000 associated with the 2018 increase (to be received in 2019), \$1 million to be received in 2020 and \$1.5 million in 2021. In addition to these increases, section 10.b. adds \$2,000 per year in longevity pay once an employee completes 20 years as a member of the SDA. There are currently 70 SDA members that have at least 20 years in this bargaining unit. No other members have more than 16 years. Based on 70 members, the impact through 2018 is as follows:

10. Longevity						
	2014	2015	2016	2017	2018	Totals
General Fund						
10.a.	\$0	\$0	\$377,852	\$377,852	\$377,852	\$1,133,555
10.b.	\$65,520	\$65,520	\$65,520	\$65,520	\$65,520	\$327,600
Total General Fund	\$65,520	\$65,520	\$443,372	\$443,372	\$443,372	\$1,461,155
Police District						
10.a.	\$0	\$0	\$429,524	\$429,524	\$429,524	\$1,288,571
10.b.	\$74,480	\$74,480	\$74,480	\$74,480	\$74,480	\$372,400
Total Police District	\$74,480	\$74,480	\$504,004	\$504,004	\$504,004	\$1,660,971
Combined General Fund and Police District						
10.a.	\$0	\$0	\$807,376	\$807,376	\$807,376	\$2,422,127
10.b.	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000	\$700,000
Total Combined General Fund and Police District	\$140,000	\$140,000	\$947,376	\$947,376	\$947,376	\$3,122,127

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 SDA 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.

Excluded from our estimated increase in retirement costs are longevity increases, since according to the agreement, they will be pension neutral. Assuming the contribution rate decreases by the maximum amount each year, retirement costs are expected to rise as shown in the following table:

Retirement (increase in County contribution)						
	2014	2015	2016	2017	2018	Totals
General Fund	\$0	-\$73,308	\$411,229	\$1,126,081	\$1,718,405	\$3,182,407
Police District	\$0	-\$81,951	\$469,072	\$1,280,895	\$1,954,369	\$3,622,385
Total	\$0	-\$155,259	\$880,301	\$2,406,976	\$3,672,774	\$6,804,792

* * *

Attachments: 3

REVISED COPY AS OF 12/3/2013

Intro. Res. No.2102-2013

Laid on Table 12/3/2013

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY DETECTIVES 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 Detectives 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 Detectives 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 Detectives Association in accordance with the stipulation of agreement dated November 26, 2013, 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 DETECTIVE 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/Index (Section 24(f)):

- a. The index will continue for the life of the 2011-2018 Agreement. However, 2013 increases shall not be effective until January 1, 2014.
- b. Effective upon the full ratification of this Agreement, for any Police Officer hired prior to the full ratification of the PBA Memorandum of Agreement dated September 6, 2012 and receiving Detective status pursuant to Section 13 of the Collective Bargaining Agreement after the full ratification of this Agreement, there shall be a 10 step salary scale with Step 1 set at 1% above the top step PBA base salary, Step 2 at 2% above the top step PBA base salary, Step 3 at 4% above the top step PBA base salary, Step 4 at 5% above the top step PBA base salary, Step 5 at 7% above the top step PBA base salary, Step 6 at 8% above the top step PBA base salary, Step 7 at 9% above the top step PBA base salary, Step 8 at 10% above the top step PBA base salary, Step 9 at 11% above the top step PBA base salary and Step 10 at 12% above the top step PBA base salary.
- c. Effective upon the full ratification of this Agreement, for any PBA unit member hired after January 1, 2013 and who is subsequently promoted to Detective, the salary index shall be changed at Step 1 from 3% to 1% above the PBA member's existing step base salary and shall have a new salary schedule consisting of 12 equidistant steps of 1% increases while also receiving the PBA step increase at the time the PBA member receives their increase until reaching the top step PBA base salary for PBA members hired after January 1, 2013. The 1st step will occur after the Detective completes nine (9) months of probation. The 2nd step will occur after the Detective completes 18 months as



pg. 1



a Detective. Step 3 will occur the next January 1st with each succeeding step occurring the following January 1st.

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. **Benefit Fund:**

Effective January 1, 2014, the County will continue to contribute to the PBA Benefit Fund, on behalf of the Association, an amount equal to the PBA contribution which will include the increases set forth in the PBA Memorandum of Agreement dated September 6, 2013. Additionally, the county shall not be required to make Benefit Fund contributions when the fund reserves exceed 32 months. The County shall make ½ 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.

5. **Productivity:**

The parties agree that effective upon full ratification of this Agreement, the duties and responsibilities of Detectives 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.

6. **Family Sick Section 38(h):** Family sick leave shall be amended to include immediate family members currently covered, as defined in Section 38, regardless of whether they are living in the household.

7. **Deferrals:**

- a. 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.
- 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.
- c. Sub paragraphs (a) and (b) shall prevail notwithstanding any contradiction in the collective bargaining agreement. The County agrees employees who separate prior to an effective date(s) listed above and receive a compensatory

(G)

ASB

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 employees shall defer twenty (20) hours from each holiday check (2 checks each year, total of 40 hours each year) to be paid upon separation at the members then prevailing rate.
- e. The parties agree the holiday payments deferred are intended to be pension neutral and nothing set forth in this agreement by way of monies shall in any way diminish pension benefits or the County's pension contributions.
- f.
 1. 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 members of the SDA, payment of the first 100 hours of overtime accumulated as compensatory time pursuant to Section 28(d) of the Collective Bargaining Agreement and required to be paid by separate check pursuant to Section 28 (e)(2) of the Collective Bargaining Agreement, or up to 50 percent of overtime accumulated from those SDA members who do not accumulate 150 hours of overtime for the year, to be payable at separation from service at the then prevailing rate of pay.
 2. In each of the years 2015 and 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 members of the SDA, payment of the first 100 hours of overtime accumulated as compensatory time pursuant to Section 28(d) of the Collective Bargaining Agreement and required to be paid by separate check pursuant to Section 28 (e)(2) of the Collective Bargaining Agreement, or up to 50 percent of overtime accumulated from those SDA members who do not accumulate 150 hours of overtime for the year, to be payable at separation from service at the then prevailing rate of pay.
 3. If the County determines that it needs to defer overtime accruals pursuant to Sub-Paragraphs (f)(1) and (f)(2) herein, the County shall provide written notice to the SDA prior to the end of the last full payroll period in November of the year it seeks to defer overtime accruals.

(u)

pg. 3

MK

4. In 2014, 2015 and 2016, SDA members shall be required to accumulate the first 100 hours of overtime earned each year as compensatory time and maintain same until the last full payroll period in November. If the County does not defer payment of the overtime pursuant to Sub-Paragraphs (f)(1) and (f)(2) herein, the employee shall be paid pursuant to Section 28 (e)(2) of the Collective Bargaining Agreement.

5. In 2014, 2015 and 2016 the total number of overtime hours that SDA members may accumulate will be increased by 100 hours to a total of 250.

6. The County shall not defer from members of the SDA any hours of accumulated overtime accruals pursuant to Sub-Paragraphs (f)(1) and (f)(2) 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 overtime 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 (f)(1) and (f)(2) herein, the County may only defer from members the same amount as agreed upon by the other law enforcement union on a per capita basis.

7. The parties agree that the payments deferred are intended to be pension neutral and nothing set forth in this agreement by way of monies shall in any way diminish pension benefits or the County's pension contributions.

8. Employee Protections:

- a. During the term of the Agreement, no employee 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 employee in accordance with NYS statutory and case law and decisions.
- b. During the term of the Agreement, no duties exclusively performed by SDA employees prior to the complete ratification and approval of the 2011-2018

(4)

pg. 4

[Handwritten signature]

agreement can be subcontracted to an outside entity or transferred to another County bargaining unit without a written agreement with the SDA, except duties SDA members began on or after January 1, 2012, which were previously performed by civilians. The SDA 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. Two (2) detectives will be assigned when transporting a violent prisoner.
- e. Any Detective 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. Any Detective 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.

9. Management Rights:

- a. In addition to the Department's right to change tours pursuant to Section 28 (f) of the current Collective Bargaining Agreement, the department shall have the ability to change the tour of any member four (4) times annually without compensation for court appearances and related preparation and investigatory needs. The covering of an open shift due to a personnel shortage by a tour change shall not be interpreted as an "investigatory need." The parties agree that this provision is a mandatory subject of bargaining that the Association may seek to renegotiate as part of negotiations for a successor to the 2011-2018 Agreement.
- b. Effective upon the complete 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 SDA hereby withdraws all pending grievances and improper practice charges against the County including but not limited to the grievance pertaining to the 26.1 payment schedule.





10. Longevity:

- a. Longevity pay will be increased by \$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 upon the full ratification of this Agreement, Section 26 of the Collective Bargaining Agreement shall be amended to set forth that an employee shall receive additional annual longevity pay of \$2,000 after completing 20 years as an SDA unit member. All calculations of years as an SDA member and rules regarding payment of additional longevity shall be as set forth in Section 26 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 of this 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.

12. Worker's Compensation: The parties agree that within six (6) months of the full ratification 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 receiving surviving spouse benefits they must certify annually that they are not in a domestic partnership or marriage in order to continue receiving the benefit.

14. Education: All employees hired on or after the complete ratification and approval of the 2011-2018 Agreement will be required to complete a minimum of 120 college credits or obtain a Bachelor's degree. Employees hired on or after the complete ratification and

(2)

pg. 6

JSM

approval of the 2011-2018 Agreement 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 \$1,400 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.

15. **Re-Opener:** The SDA 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 this Agreement than those provided for herein.

16. **Wage Protection:** The SDA shall have the right during the term of this 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 AGREEMENT 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.

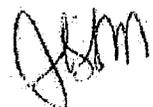
SHOULD ANY PROVISION IN THIS AGREEMENT BE FOUND TO BE UNLAWFUL OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND THE PARTIES SHALL IMMEDIATELY COMMENCE NEGOTIATIONS TO REPLACE THE INVALIDATED PROVISION WITH A COMPARABLE, LEGAL CLAUSE.

ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE RATIFICATION OF THE SUFFOLK DETECTIVES 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



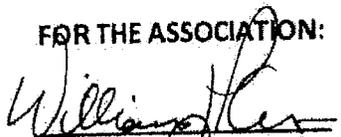
pg. 7



NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

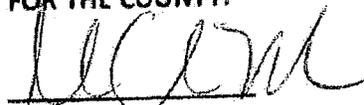
Dated 11/20/13

FOR THE ASSOCIATION:



William J. Plant, President
Suffolk Detectives Association

FOR THE COUNTY:



Jennifer McNamara
Acting Director of Labor Relations



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 DETECTIVES 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 <u>XX</u> No						
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)						
<u>County</u>	Town	Economic Impact				
Village	School District	Other (Specify):				
Library District	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 are used in estimated savings.						
	2014	2015	2016	2017	2018	Total
Estimated Costs	\$5.2	\$10.0	\$15.7	\$18.9	\$22.3	\$72.1
Estimated Savings	\$7.0	\$5.4	\$4.3	\$1.3	\$1.5	\$19.5
Net Cost/Savings	-\$1.80	\$4.60	\$11.40	\$17.60	\$20.80	\$52.60
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		11-29-2013				

**FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.