

SUFFOLK COUNTY LEGISLATURE



Robert Lipp
Director

BUDGET REVIEW OFFICE

June 12, 2015

To: Presiding Officer DuWayne Gregory
and All Suffolk County Legislators

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

Subject: **Analysis of IR No. 1514-2015: Authorizing the County Executive to execute an agreement with the Suffolk County Correction Officers Association Inc. covering the terms and conditions of employment for employees covered under the Bargaining Unit No. 10 for the period January 1, 2011 through December 31, 2018.**

On June 5, 2015, the County Executive and the Correction Officers Association (COA) signed a stipulation of agreement for a new labor contract that covers 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 Introductory Resolution No. 1514-2015, the actual COA agreement, and the County Executive's fiscal impact statement.

The following table summarizes our findings. It should be noted that we calculate the cost of only those items that have a fiscal impact that can be quantified. Through 2018, the length of the contract, we estimate the cost to be \$46.49 million. Added to this should be an additional \$10.8 million in deferred salary that represents estimated contract increases in 2013 through 2015 that according to the agreement will be paid upon separation or in 2020 at the sole discretion of the County upon the request of a then current employee. Adding the two amounts comes to a grand total for the estimated cost of the contract of \$57.31 million. Before proceeding, we should point out that deferrals beyond the life of the contract make it difficult to establish the total cost and the year-to-year impact. That being said, our estimate of the cost of deferrals is calculated in 2018 present value dollars. In addition, the full cost of the final year 2018 increase will not be realized until 2019, which is not included in our analysis.

Fiscal Impact of the Correction Officer Association (COA) Agreement								
	2011-2012	2013	2014	2015***	2016	2017	2018	Total
Wages*	\$0	\$0	\$0	-\$147,614	\$10,704,363	\$13,951,953	\$14,521,392	\$39,030,093
Social Security	\$0	\$0	\$0	-\$8,168	\$796,066	\$1,039,347	\$1,100,074	\$2,927,319
Longevity	\$0	\$0	\$0	\$0	\$240,750	\$301,250	\$527,150	\$1,069,150
Retirement	\$0	\$0	\$0	\$0	\$0	\$559,303	\$2,406,898	\$2,966,201
Terminal Pay	\$0	\$0	\$0	\$34,334	\$96,030	\$162,146	\$209,072	\$501,581
Subtotal	\$0	\$0	\$0	-\$121,448	\$11,837,209	\$16,013,998	\$18,764,585	\$46,494,344

Post 2018 Cost of Deferred Pay from 2013-2015								
	2011-2012	2013	2014	2015***	2016	2017	2018	Post 2018
Deferrals**								\$10,810,956

Grand Total Including Dererred Pay								
	2011-2012	2013	2014	2015***	2016	2017	2018	Grand Total
Grand Total	\$0	\$0	\$0	-\$121,448	\$11,148,428	\$16,013,998	\$18,764,585	\$57,305,300

*Wages incorporate all personnel costs including permanent salaries, overtime, rotating shift pay and an assumption on annual new hires and separations from service as outlined above. Retroactive overtime and compensatory time are included in 2016 wages.

**Deferrals will be paid upon an employee's separation at the then prevailing rate, except that these deferred monies may be paid in 2020 at the sole discretion of the County upon the request of a then current employee.

***2015 represents savings resulting from the difference between new lower costs for 40 recruits and higher terminal pay associated with COs separating at an increased base pay after the ratification of the agreement.

In comparison, the County Executive's fiscal impact estimated a cost of \$52.8 million, \$4.5 million less than our projected cost when deferred pay is included, but \$6.3 million more when deferrals are not included. Our analysis provides some 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.

In order to calculate the total salary impact of the proposed contract, we projected forward the salaries of the 875 existing COA members through 2018 that were included in the May 24, 2015 payroll. The wage cost for existing COA members would increase under this contract by \$10.7 million in 2016 and \$39 million through 2018; a three year average (2016-2018) of \$13 million per year.

COA members are entitled to additional compensation besides their base salaries including but not limited to, overtime, rotating shift pay, and terminal pay. Based on 2014 W-2 data provided to us by the Department of Audit and Control, payments to COA members other than regular salary comprised 33.1% of total compensation on average. This additional compensation, as well as base pay, are included under "wages" in the preceding table.

Based on historical data from 2010 to 2014, there has been an average of 33 separations (retirements/terminations/leave by choice) per year. Between 2015 and 2018, we assume 33 annual separations staggered throughout the year based on historical data. Also based upon historical data and input from the Executive's Budget Office, we included annual recruit classes of 40 per year in August

2015, September 2016, April 2017, and April 2018. The impact of these separations and new recruit hires are also included under “wages” in the preceding table.

Salaries

Sections 2, 4, 5, and 9 of the Agreement

Existing COA Members

The following chart summarizes the amount and timing of the salary increases for existing COA members.

- The 2011-2018 COA Agreement includes no retroactive pay for 2011 and 2012.
- In 2013, base pay for existing COA members is increased by \$625 on January 1st and by 0.5% on June 1st.
- In 2014, base pay is increased by \$875 on April 1st, by 0.5% on June 1st and by 0.5% on December 1st. In addition to these increases, the agreement includes an education increase in base pay of \$700 on January 1st.
- In 2015, base pay is increased by \$900 on April 1st, by 1% on June 1st and by 1.5% on December 1st. In addition to these increases, the agreement includes a productivity increase in base pay of \$700 on January 1st.
- In 2016, 2017, and 2018, base pay is increased by 3.25% on June 1st.

Salary Increases for Existing COA Members 2011-2018				
Year	Section of Agreement	Increase in Base Pay	Increase in Pay Received	Increase in Year End Base Pay
2011	2	None	0.00%	0.00%
2012	2	None	0.00%	0.00%
2013*	2	\$625 on 1/1/13 (effective 1/1/14) 0.5% on 6/1/13 (effective 1/1/14)	1.10%	1.31%
2014*	9	\$700 education benefit on 1/1/14 (not included until 2016)	2.28%	3.02%
	2	\$875 on 4/1/14		
	2	0.5% on 6/1/14		
	2	0.5% on 12/1/14		
2015*	5	\$700 productivity benefit on 1/1/14 (not included until 2016)	3.38%	4.54%
	2	\$900 on 4/1/15		
	2	1.0% on 6/1/15		
	2	1.5% on 12/1/15		
2016	2	3.25% on 6/1/16	4.00%	3.25%
2017	2	3.25% on 6/1/17	3.25%	3.25%
2018	2	3.25% on 6/1/18	3.25%	3.25%
Average Increase 2011-2018 (not compounded)			2.32%	2.51%
Average Increase 2016-2018 (not compounded)			6.17%	6.70%
Total Increase Over the Life of the Contract			18.52%	20.10%

* Increases in 2013, 2014 and 2015 are deferred to the first pay period of 2016.

All raises set forth above will become effective on the dates listed above, except that the raises effective in 2013, 2014 and 2015 will not be included in employees' paychecks until the first pay period in 2016. COA salaries are projected to increase by approximately 20.1% by the end of 2018.

Upon ratification, the following chart shows the annual base pay for existing COA members by title from 2014 through 2018. These are the resulting bi-weekly and annualized base pay on the listed effective date going forward.

Resulting Salary Schedule for Existing COA Members												
Bi-Weekly (Day Shift)												
Title	Active	I-Jan-14	I-Apr-14	I-Jun-14	I-Dec-14	I-Jan-15	I-Apr-15	I-Jun-15	I-Dec-15	I-Jun-16	I-Jun-17	I-Jun-18
CO I Step 1	53	\$1,391	\$1,434	\$1,441	\$1,448	\$1,475	\$1,520	\$1,535	\$1,558	\$1,609	\$1,661	\$1,715
CO I Step 1A	23	\$1,720	\$1,764	\$1,773	\$1,781	\$1,808	\$1,853	\$1,872	\$1,900	\$1,961	\$2,025	\$2,091
CO I Step 2	33	\$2,051	\$2,094	\$2,105	\$2,115	\$2,142	\$2,187	\$2,209	\$2,242	\$2,315	\$2,390	\$2,468
CO I Step 3	0	\$2,380	\$2,424	\$2,436	\$2,448	\$2,475	\$2,520	\$2,545	\$2,583	\$2,667	\$2,754	\$2,843
CO I Step 4	76	\$2,711	\$2,755	\$2,768	\$2,782	\$2,809	\$2,854	\$2,882	\$2,926	\$3,021	\$3,119	\$3,220
CO I Step 5	563	\$3,042	\$3,075	\$3,091	\$3,106	\$3,133	\$3,167	\$3,199	\$3,247	\$3,353	\$3,462	\$3,574
CO II (Sergeant)	88	\$3,528	\$3,567	\$3,585	\$3,603	\$3,634	\$3,674	\$3,711	\$3,767	\$3,889	\$4,015	\$4,146
CO III (Lieutenant)	26	\$4,093	\$4,138	\$4,159	\$4,180	\$4,216	\$4,262	\$4,305	\$4,369	\$4,511	\$4,658	\$4,809
CO IV (Captain)	8	\$5,144	\$5,196	\$5,227	\$5,253	\$5,295	\$5,348	\$5,410	\$5,491	\$5,670	\$5,854	\$6,044
CO V (Dep Warden)	4	\$5,904	\$5,964	\$5,998	\$6,028	\$6,077	\$6,139	\$6,209	\$6,302	\$6,507	\$6,718	\$6,937
CO VI (Warden)	1	\$6,785	\$6,855	\$6,894	\$6,928	\$6,985	\$7,057	\$7,136	\$7,243	\$7,478	\$7,721	\$7,972
TOTAL	875											
Annual (Day Shift)												
Title	Active	I-Jan-14	I-Apr-14	I-Jun-14	I-Dec-14	I-Jan-15	I-Apr-15	I-Jun-15	I-Dec-15	I-Jun-16	I-Jun-17	I-Jun-18
CO I Step 1	53	\$36,293	\$37,430	\$37,617	\$37,805	\$38,505	\$39,673	\$40,070	\$40,671	\$41,993	\$43,358	\$44,767
CO I Step 1A	23	\$44,897	\$46,033	\$46,263	\$46,495	\$47,195	\$48,363	\$48,847	\$49,580	\$51,191	\$52,855	\$54,572
CO I Step 2	33	\$53,527	\$54,663	\$54,936	\$55,211	\$55,911	\$57,080	\$57,650	\$58,515	\$60,417	\$62,381	\$64,408
CO I Step 3	0	\$62,130	\$63,267	\$63,583	\$63,901	\$64,601	\$65,770	\$66,427	\$67,424	\$69,615	\$71,877	\$74,213
CO I Step 4	76	\$70,760	\$71,896	\$72,256	\$72,617	\$73,317	\$74,486	\$75,231	\$76,359	\$78,841	\$81,403	\$84,049
CO I Step 5	563	\$79,390	\$80,265	\$80,666	\$81,070	\$81,770	\$82,670	\$83,496	\$84,749	\$87,503	\$90,347	\$93,283
CO II (Sergeant)	88	\$81,532	\$93,108	\$93,573	\$94,041	\$94,853	\$95,897	\$96,856	\$98,309	\$101,504	\$104,803	\$108,209
CO III (Lieutenant)	26	\$106,827	\$108,005	\$108,545	\$109,087	\$110,029	\$111,240	\$112,353	\$114,038	\$117,744	\$121,571	\$125,522
CO IV (Captain)	8	\$134,256	\$135,622	\$136,414	\$137,096	\$138,189	\$139,593	\$141,199	\$143,317	\$147,975	\$152,784	\$157,750
CO V (Dep Warden)	4	\$154,083	\$155,667	\$156,560	\$157,343	\$158,610	\$160,240	\$162,052	\$164,483	\$169,828	\$175,348	\$181,047
CO VI (Warden)	1	\$177,082	\$178,920	\$179,929	\$180,829	\$182,299	\$184,189	\$186,241	\$189,035	\$195,178	\$201,522	\$208,071
TOTAL	875											

Correction Officers work different shifts including day, rotating and midnights. Pay rates are increased by 7.5% for rotating and 10% for midnights.

The following table compares annual pay for CO Is currently on the payroll versus what the same CO I will earn under the new agreement on January 1, 2016 when the 2013, 2014 and 2015 wage increases become effective.

Current vs. New Contract for Existing CO Is					
Step	Existing Annual (Old Contract)	New Annual (as of 1/1/16)	Annual Difference	% Increase	Year
1	\$34,791	\$40,671	\$5,880	16.9%	1
1A	\$43,352	\$49,850	\$6,498	15.0%	2
2	\$51,939	\$58,515	\$6,576	12.7%	3
3	\$60,500	\$67,424	\$6,924	11.4%	4
4	\$69,087	\$76,359	\$7,272	10.5%	5
5	\$77,676	\$84,749	\$7,073	9.1%	6

Salary Schedule: New Recruits

The salary schedule for any unit member hired after the ratification and approval of this agreement will be as follows:

New Recruit: CO I			
Step	Biweekly	Annual	Year
1	\$1,149	\$30,000	1
2	\$1,202	\$31,375	
3	\$1,255	\$32,750	2
4	\$1,307	\$34,125	
5	\$1,360	\$35,500	3
6	\$1,413	\$36,875	
7	\$1,466	\$38,250	4
8	\$1,518	\$39,625	
9	\$1,571	\$41,000	5
10	\$1,667	\$43,513	
11	\$1,763	\$46,025	6
12	\$1,860	\$48,538	
13	\$1,956	\$51,051	7
14	\$2,052	\$53,563	
15	\$2,149	\$56,076	8
16	\$2,245	\$58,589	
17	\$2,341	\$61,101	9
18	\$2,437	\$63,614	
19	\$2,534	\$66,127	10
20	\$2,630	\$68,639	
21	\$2,726	\$71,152	11
22	\$2,822	\$73,665	
23	\$2,919	\$76,177	12
24	\$3,015	\$78,690	

The starting salary of \$30,000 will be frozen through the end of the contract (2018). The schedule consists of 12 years and 24 steps, with raises every six months. In comparison, the existing CO I's pay scale includes only six steps, where top step is reached in five or six years depending upon when they are hired. Top step for proposed new recruits will be \$78,690, compared to \$93,283 for current CO Is.

Over the 12-year period, when compared to the existing contract, for each new recruit hired there is a savings of \$377,929 for an average of \$31,494 each year per recruit.

Savings Per New Recruit			
Year	Existing*	New**	Savings
1	\$42,746	\$30,688	\$12,059
2	\$55,911	\$33,438	\$22,474
3	\$69,615	\$36,188	\$33,428
4	\$81,403	\$38,938	\$42,466
5	\$93,283	\$42,257	\$51,027
6	\$93,283	\$47,282	\$46,002
7	\$93,283	\$52,307	\$40,976
8	\$93,283	\$57,333	\$35,951
9	\$93,283	\$62,358	\$30,926
10	\$93,283	\$67,383	\$25,900
11	\$93,283	\$72,409	\$20,875
12	\$93,283	\$77,434	\$15,850
TOTAL			\$377,929
12-Year Average			\$31,494

*Based upon the new salary schedule for COs hired before the ratification and approval of the new agreement. COs are moved through the steps once per year.

**The new recruit salary is an average of six months per step.

Longevity

Section 7 of the Agreement

- Effective January 1, 2016, longevity pay will be increased by \$125. In addition, a new longevity date of 30 years will be added at \$3,500, inclusive of the \$125 increase.
- Effective January 1, 2018, longevity pay will be increased by an additional \$200 for milestone years of 15, 20, 25 and 30.
- The additional cost over the existing longevity pay will be \$240,750 in 2016, \$301,250 in 2017 and \$527,150 in 2018 for a total of \$1,069,150.

The following table shows total longevity per Correction Officer.

Longevity Pay			
Year	2015	2016-17	2018
5 Yrs	\$875	\$1,000	\$1,000
10 Yrs	\$1,375	\$1,500	\$1,500
15 Yrs	\$1,875	\$2,000	\$2,200
20 Yrs	\$2,375	\$2,500	\$2,700
25 Yrs	\$2,875	\$3,000	\$3,200
30 Yrs	\$2,875	\$3,500	\$3,700

Retirement

The County’s contribution to the NYS Employee Retirement System (ERS) is based on a percentage of salaries for the preceding year. Consequently, since 2016 is the first year that pension costs are increased, the first year that pension costs are impacted by the COA contract is 2017. The current weighted average contribution rate for COA ERS contributions is 20.9%. 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. Additionally, it is BRO’s understanding that the State is expected to change its actuarial assumptions pertaining to the life expectancy of enrollees in the retirement system that could result in an increase in contribution rates. Therefore, assuming the contribution rate remains static between 2016 and 2018, retirement costs are expected to rise as shown in the following table:

Retirement (Change in County Contribution)				
Fund	2016	2017	2018	Total
General Fund	\$0	\$559,303	\$2,406,898	\$2,966,201

Social Security

Increased wages result in an increased Social Security and Medicare tax liability for the County. The County is required to remit Social Security (Old-Age, Survivors, and Disability Insurance) taxes at a rate of 6.2%, up to a maximum taxable 2015 earnings of \$118,500 for its employees, plus Medicare (Hospital Insurance) taxes at a rate of 1.45% on all earnings. Based on 2014 actual earnings for employees within the Suffolk County Corrections Officers Association Inc., we have calculated a weighted average blended rate of 7.21% to estimate the County’s Social Security and Medicare tax liability with respect to Correction Officers’ wages.

Concluding Remarks

With this agreement in place, it is likely that the Deputy Sheriff’s PBA will receive a similar settlement through 2018. Crafting a budget for 2016 and beyond will be a challenge, as the County will need to fund these additional expenditures.

* * *

Attachments: 3

RESOLUTION NO. -2015, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY CORRECTION OFFICERS ASSOCIATION INC. COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES COVERED UNDER THE BARGAINING UNIT NO. 10 FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018

WHEREAS, the County and the President of the Suffolk County Correction 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 Correction Officers Association; now, therefore be it

1st **RESOLVED**, that the County Executive be and is hereby authorized to execute an agreement with the Suffolk County Correction Officers Association in accordance with the Stipulation of Agreement dated June 5, 2015, a copy of which is on file with the Clerk of the Suffolk County Legislature, covering the terms and conditions of employment of the Suffolk County Correction Officers Association Bargaining Unit No. 10 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.

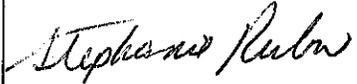
DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

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 CORRECTION OFFICERS ASSOCIATION INC. COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES COVERED UNDER THE BARGAINING UNIT NO. 10 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 X 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. In addition, the increases effective in 2014 and 2015 will not be included in the employees' paychecks until 2016. Only retroactive payments associated with overtime and compensatory time will be paid out in 2015.					
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.					
	2015	2016	2017	2018	Total
Cost	\$2.29	\$15.74	\$19.39	\$24.26	\$61.68
Savings	(\$0.24)	(\$0.99)	(\$2.71)	(\$4.91)	(\$8.84)
	\$2.05	\$14.76	\$16.68	\$19.35	\$52.84
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	
Stephanie Rubino Assistant Budget Director				6/5/2015	

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Stephano Reubino
6/5/15

STIPULATION OF AGREEMENT

BETWEEN

THE COUNTY OF SUFFOLK AND

SUFFOLK COUNTY CORRECTION OFFICERS ASSOCIATION

All provisions of the County/COA January 1, 2006 through December 31, 2007 Collective Bargaining Agreement, as amended by an interest arbitration award covering the period January 1, 2008 through December 31, 2010, will remain unchanged except as specifically modified herein.

1. **Term:** Eight years - 1/1/2011 through 12/31/2018.
2. **Percentage Raises:** (Section 5)

For all employees hired on or before the complete ratification and approval of the 2011-2018 Agreement, including those who separated from service with the County on or after January 1, 2014:

2011 & 2012	2013	2014	2015	2016, 2017 & 2018
0%	1/1 - \$625 (eff. 1/1/14) 6/1 - 0.5% (eff. 1/1/14)	4/1 - \$875 6/1 - 0.5% 12/1 - 0.5%	4/1 - \$900 6/1 - 1% 12/1 - 1.5%	6/1/16 - 3.25% 6/1/17 - 3.25% 6/1/18 - 3.25%

All raises set forth above will become effective on the dates set forth above, except that the raises effective in 2014 and 2015 will not be included in employees' paychecks until the first pay period in 2016. Retroactive payments for the raises effective in 2014 and 2015, other than for retroactive overtime payments and compensatory time payouts, will be paid upon the employee's separation from employment at the employee's then prevailing hourly rate, except that these deferred monies may be paid in 2020 at the sole discretion of the County upon the request of a then current employee.

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. Wages. The salary schedule for any unit member hired after the complete ratification and approval of the 2011-2018 Agreement is attached as Exhibit "A." The starting salary will be \$30,000 and will be frozen for the duration of the 2011-2018 Agreement. The salary schedule consists of 12 years to top step, inclusive of the starting step, with raises every six months. Current employees will maintain the current pay scales, with steps being increased each time top step is increased, consistent with preexisting contract language. The index for all promotional titles and assignments to Investigator titles for employees hired after the complete ratification and approval of the 2011-2018 Agreement are to be based on the top step CO I salary for employees hired after the complete ratification and approval of the 2011-2018 Agreement.

5. Productivity: Section 5.1: Employees' duties and responsibilities will be expanded to include responsibility for homeland security, anti-terrorism and disaster response. Effective January 1, 2015, for employees hired before the complete ratification and approval of the 2011-2018 Agreement, top base pay will be increased by \$700. The \$700 increase will not be included in employees' paychecks until the first pay period in 2016. All retroactive payments for 2015, other than for retroactive overtime payments and compensatory time payouts, will be paid upon the employee's separation from employment at the employee's then prevailing hourly rate, except that these deferred monies may be paid in 2020 at the sole discretion of the County upon the request of a then current employee.

6. Management Rights:

a. Section 20(C)(2): Effective upon the complete ratification and approval of the 2011-2018 Agreement, travel time and mileage, if applicable, will be waived should the Sheriff's Office conduct firearms training at F6 labs in Nassau County.

b. The COA hereby withdraws all pending grievances and improper practice charges, including appeals, against the County.

7. Longevity (Section 5.2):

Effective January 1, 2016, longevity pay will be increased by \$125. In addition, a new year 30 will be added at \$3,500, inclusive of the \$125 increase.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

Effective January 1, 2018, longevity pay will be increased by \$200 years 15, 20, 25 and 30.

8. Rights & Benefits: Effective upon the complete ratification and approval of the 2011-2018 Agreement, all contractual provisions for spouses will be extended to domestic partners if certified or qualified pursuant to the requirements for healthcare pursuant to the EMHP agreement (effective 1/1/2012) or any other NYS or federal healthcare plan. A domestic partner receiving surviving spouse benefits must annually certify that s/he is not in a domestic partnership or married.

9. Education: Effective January 1, 2014, for all employees hired before the complete ratification and approval of the 2011-2018 Agreement, top base pay will be increased by \$700 and the salary scale will be accordingly adjusted. The \$700 will not be included in employees' paychecks until the first pay period in 2016. All retroactive payments for 2014 and 2015, other than for retroactive overtime payments and compensatory time payouts, will be paid upon the employee's separation from employment at the employee's then prevailing hourly rate, except that these deferred monies may be paid in 2020 at the sole discretion of the County upon the request of a then current employee. 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 who have not satisfied the 120 college credit or degree requirement by November 1 of any year after reaching top step pay will have their final holiday check for that year reduced by the appropriate amount set forth above until the requirements are satisfied. Current employees will be given credit for time served in the Sheriff's Office and training received to date to satisfy their college credit or degree obligation pursuant to this provision.

10. Deferrals: All deferrals are intended to be pension neutral. Nothing set forth in this 2011-2018 Agreement regarding deferrals will in any way diminish pension benefits or the County's pension contributions.

11. Layoffs: No employee will 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 employees in accordance with NYS statutory and case law and decisions.

Two handwritten signatures in black ink are located in the bottom right corner of the page. The first signature is a stylized, cursive name, and the second is a more legible name, possibly "J. B. M.". They appear to be official signatures.

12. Disability Payments: Any employee hired after the complete ratification and approval of the 2011-2018 Agreement who becomes disabled as a result of a line of duty injury and who receive 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 33.33%, 50% or 75%, as applicable, of top step at the time the pension was granted. This supplemental payment will continue in full force as long as the employee or surviving spouse, or beneficiary, receives a pension benefit from NYS.

13. 401(a): Within six months of the complete ratification and approval of the 2011-2018 Agreement, the County will make every effort to establish a 401(a) program for severance deferral. The program will have no cost to the County. If the parties cannot agree, then the issue will proceed directly to arbitration pursuant to the contractual grievance procedure.

14. Catastrophic Illness (Section 8.9): Effective upon the complete ratification and approval of the 2011-2018 Agreement, donations will be made and used at the rate of 1:1 rather than 1:2.

15. Workers' Compensation (Section 7.4, Appendix B(¶ 12): Effective upon the complete ratification and approval of the 2011-2018 Agreement, for all employees not then currently receiving workers' compensation benefits, 12 weeks will be changed to 26 weeks.

16. Administrative Pool Time (Section 8.5(C)): Effective upon the complete ratification and approval of the 2011-2018 Agreement, the Pool will be increased by 100 days (prorated for 2015).

17. Partial Lump Sum Option: The County will, by not later than 90 days from the complete ratification and approval of the 2011-2018 Agreement, elect the Partial Lump Sum distribution of retirement benefit option set forth in Chapter 135 of the Laws of 2014.

18. Wage Protection: Employees hired on or after the complete ratification and approval of the 2011-2018 Agreement will have their top step remain at the top step on December 31, 2013 (\$78,690) and all other steps will remain frozen in accordance with Paragraph 4 herein during the term of the 2011-2018 Agreement, absent a successor agreement or award, notwithstanding any other provision contained herein to the contrary, except as provided in Paragraph 9.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

19. Reopener: The Association will be entitled to re-open negotiations over terms and conditions of employment in the event that the DSPBA agrees to a collective bargaining agreement or is awarded through interest arbitration a change in overall terms and conditions of employment for the period 2011-2018 inconsistent with the pattern set forth in this 2011-2018 Agreement.

THIS AGREEMENT REFLECTS THE COMPLETE AGREEMENT OF THE PARTIES AND WILL NOT BE AMENDED EXCEPT BY WRITTEN INSTRUMENT SIGNED AND RATIFIED BY ALL PARTIES. THIS AGREEMENT REPLACES, SUPERSEDES AND VOIDS ANY PRIOR AGREEMENTS AMONG THE PARTIES TO THE CONTRARY.

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

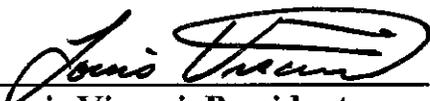
ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE RATIFICATION BY THE SUFFOLK COUNTY CORRECTION OFFICERS ASSOCIATION, INC. , AND THE COUNTY EXECUTIVE AND THE SUFFOLK COUNTY SHERIFF, AND WILL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE RATIFICATION HAS OCCURRED.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

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.

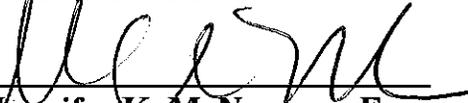
Dated 6/5/15

FOR THE ASSOCIATION:



Louis Viscusi, President
Correction Officers Association, Inc.

FOR THE COUNTY:



Jennifer K. McNamara, Esq.
Director of Labor Relations

Vincent F. DeMarco:



Suffolk County Sheriff

