

SUFFOLK COUNTY LEGISLATURE



Robert Lipp
Director

BUDGET REVIEW OFFICE

November 22, 2016

To: Legislator Robert Calarco, Chair of the Government Operations,
Personnel, Information Tech & Housing Committee,
Presiding Officer DuWayne Gregory and
All Suffolk County Legislators

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

Subject: **Analysis of IR No. 1984-2016: Authorizing the County Executive to execute an agreement with the Suffolk County Probation Officers Association covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2016**

The purpose of this memo is to provide the Legislature with an analysis of the Memorandum of Agreement (MOA), which amends the terms and conditions of employment between the County Executive and the Suffolk County Police Benevolent Association, Probation Officers Association Unit (POA). The proposed six-year contract covers the period from January 1, 2011 through December 31, 2016, and is subject to approval by the Suffolk County Legislature. Pursuant to Section 68-5 of the Suffolk County Code, the contract cannot be effectuated until it is approved by the Suffolk County Legislature. The MOA represents a new labor contract and is subject to ratification by the Suffolk County POA. Accompanying this memo you will find a copy of Introductory Resolution No. 1984-2016, followed by the MOA, the County Executive's fiscal impact statement, and the Stipulation of Agreement.

Overview

The MOA contains several provisions; some that are cost-neutral but others that will result in either increased costs or savings to the County. We calculate the impact of only those items that have a fiscal impact that can be quantified. Although the

agreement is only through the end of this year (2016), we estimate the additional cost of the contract over five years, from 2016 to 2020; by charter, fiscal impact statements are required to project additional costs over five years.

As seen in the table below, the total cost of the contract is estimated to be \$16.1 million, which is comprised of \$14.3 million through 2020 plus an additional \$1.8 million in outstanding deferrals in 2020 dollars. It should be noted that deferrals are paid upon separation, which typically takes place when a Probation Officer retires. Although deferrals make it more difficult to calculate the cost of the contract, they need to be included in the analysis in order to avoid understating the increase in expenditures.

The County Executive's fiscal impact calculated a total cost of \$15,790,392 for salary and benefits from 2016 through 2020. The Executive's total cost is about \$1.5 million higher than our estimate through 2020, but is \$341,298 less than our estimate when outstanding deferrals are included. Given the numerous assumptions that go into these calculations, we believe our differences to be minor and consider the Executive's fiscal impact to be reasonable.

Fiscal Impact of Probation Officers Association (POA) Collective Bargaining Agreement									
Title	2015 (Deferred)	2016 (Paid Retro)	2017	2018	2019	2020	Five-Year Total (2016-2020)	Outstanding Deferrals (Post 2020)	Total
Salaries	\$1,910,268	\$2,067,415	\$2,365,159	\$2,399,183	\$2,314,060	\$2,298,637	\$11,444,454	\$1,687,822	\$13,132,276
Permanent Salaries	\$1,862,004	\$1,886,830	\$2,216,167	\$2,250,341	\$2,164,918	\$2,149,745	\$10,668,001	\$0	\$10,668,001
Overtime	\$37,564	\$43,920	\$51,133	\$51,133	\$51,133	\$51,133	\$248,452	\$0	\$248,452
Terminal Pay	\$0	\$125,915	\$87,409	\$87,409	\$87,409	\$87,409	\$475,551	\$1,678,872	\$2,154,423
Longevity	\$10,700	\$10,750	\$10,450	\$10,300	\$10,600	\$10,350	\$52,450	\$8,950	\$61,400
Benefits		\$177,057	\$375,653	\$817,254	\$751,585	\$748,746	\$2,870,296	\$129,118	\$2,999,414
Social Security		\$158,157	\$180,935	\$183,537	\$177,026	\$175,846	\$875,501	\$129,118	\$1,004,619
Retirement (County Budget Year Payment Due)				\$441,345	\$384,534	\$385,220	\$1,211,099	\$0	\$1,211,099
Benefit Fund		\$18,900	\$194,718	\$192,372	\$190,026	\$187,680	\$783,696	\$0	\$783,696
Total Cost	\$1,910,268	\$2,244,472	\$2,740,812	\$3,216,437	\$3,065,645	\$3,047,383	\$14,314,750	\$1,816,940	\$16,131,690

In what follows, we present detail on each of the components in the above table.

1. Wages

A. Percentage Raises (section 2 of the MOA) and Deferrals (section 9 of the MOA)

The compounded rate of growth implicit in the proposed agreement is an 11.5% increase in base pay over the term of the contract. The following chart shows the annual increases.

Year	Increase	Effective Date
2011	2%	7/1/2014
2012	2%	7/1/2014
2013	1%	7/1/2014
2014	1%	7/1/2014
2015	1%	7/1/2015
	1%	12/1/2015
2016	3%	7/1/2016

Although the contract includes salary increases starting in 2011, the effective date for increases from 2011 to 2014 is July 1, 2014. Pursuant to the agreement, retroactive payments for increases with effective dates of 2014 and 2015 are deferred until members leave county service and are to be paid at the rate being earned by the member at the time of separation.

Although retroactive pay for 2011 through 2015 is deferred, the percentage increases will be applied to base salaries upon the approval of the contract. Retroactive payments will be made by the County for the three percent increase on July 1, 2016, which is applied to the base salary as increased by the percentages from 2011 through 2015. We estimate the cost of the deferred pay to be approximately \$1.91 million, including longevity, which includes payments to employees who are covered under this agreement, but no longer on the payroll.

The following table summarizes the cost of the contract as a result of salary increases by year. Permanent Salary costs are based on the 11/6/16 biweekly payroll with the addition of 11 Probation Officer Trainees hired on 11/14/16. Overtime is based on a five year average of W-2 data from 2011 to 2015. Estimates for terminal pay are also based on the W-2 report, but we added negotiated percentage increases as well as payment of deferred salaries in this agreement.

Our analysis assumes seven retirements per year, which represents the average over the past five years (2011-2015) as well as four new hires each November, which is the average from 2011-2016. We estimate that \$1.7 million of the \$1.9 million deferred in this agreement will still be outstanding by 2020. We have included this liability as part of the contract cost. Consequently, if the number of annual retirements is more or less than average, the total estimated cost is not significantly impacted, only the timing. We estimate a total impact of \$13.1 million for salary related expenses other than longevity, which is calculated separately below.

Cost of Salary Related Expenses (other than Longevity)											
Salary Expenses	2015 (Deferred)	2016 (Paid Retro)	2017	2018	2019	2020	Five-Year Total (2016-2020)			Outstanding Deferrals	Total
Permanent Salaries	\$1,862,004	\$1,886,830	\$2,216,167	\$2,250,341	\$2,164,918	\$2,149,745	\$10,668,001			\$0	\$10,668,001
Overtime	\$37,564	\$43,920	\$51,133	\$51,133	\$51,133	\$51,133	\$248,451			\$0	\$248,451
Terminal Pay	\$0	\$125,915	\$87,409	\$87,409	\$87,409	\$87,409	\$475,550			\$1,678,872	\$2,154,422
Total	\$1,899,568	\$2,056,665	\$2,354,708	\$2,388,883	\$2,303,459	\$2,288,286	\$11,392,002			\$1,678,872	\$13,070,874

The following tables show the biweekly salary per title before and after the agreement.

Current Biweekly Salary Schedule													
Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Probation Officer Trainee	19	\$1,593	\$1,965	\$2,024	\$2,089	\$2,154	\$2,221	\$2,287	\$2,360	\$2,433	\$2,508	\$2,585	\$2,666
Probation Officer	21	\$1,746	\$2,155	\$2,221	\$2,290	\$2,361	\$2,434	\$2,509	\$2,586	\$2,667	\$2,749	\$2,834	\$2,923
Senior Probation Officer	23	\$1,894	\$2,336	\$2,406	\$2,482	\$2,559	\$2,637	\$2,720	\$2,804	\$2,892	\$2,979	\$3,074	\$3,167
Supervising Probation Officer	26	\$2,139	\$2,640	\$2,721	\$2,805	\$2,894	\$2,981	\$3,075	\$3,169	\$3,266	\$3,372	\$3,471	\$3,580
Program Coordinator Probation Officer	28	\$2,328	\$2,873	\$2,960	\$3,053	\$3,148	\$3,243	\$3,342	\$3,448	\$3,555	\$3,665	\$3,778	\$3,894
Principal Probation Officer	29	\$2,428	\$2,998	\$3,093	\$3,188	\$3,287	\$3,386	\$3,494	\$3,601	\$3,713	\$3,826	\$3,944	\$4,067

Updated Biweekly Salary Schedule													
Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Probation Officer Trainee	19	\$1,688	\$2,191	\$2,257	\$2,329	\$2,402	\$2,477	\$2,550	\$2,632	\$2,713	\$2,797	\$2,883	\$2,973
Probation Officer	21	\$1,850	\$2,403	\$2,477	\$2,554	\$2,633	\$2,714	\$2,798	\$2,884	\$2,974	\$3,065	\$3,160	\$3,260
Senior Probation Officer	23	\$2,006	\$2,605	\$2,683	\$2,768	\$2,854	\$2,941	\$3,033	\$3,127	\$3,225	\$3,322	\$3,428	\$3,532
Supervising Probation Officer	26	\$2,266	\$2,944	\$3,034	\$3,128	\$3,227	\$3,324	\$3,429	\$3,534	\$3,642	\$3,760	\$3,871	\$3,992
Program Coordinator Probation Officer	28	\$2,466	\$3,204	\$3,301	\$3,404	\$3,510	\$3,616	\$3,727	\$3,845	\$3,964	\$4,087	\$4,213	\$4,342
Principal Probation Officer	29	\$2,572	\$3,343	\$3,449	\$3,555	\$3,665	\$3,776	\$3,896	\$4,016	\$4,140	\$4,266	\$4,398	\$4,535

B. New Employees' Wages (section 4 of the MOA) and Step Movement (section 5 of the MOA)

Currently, new POA members are hired as Probation Officer Trainees (Grade 19, Step 1). Employees remain at this grade and step for one year and then become a Probation Officer (Grade 21, Step 2). Increases for steps three through twelve are given annually on July 1st until top step is reached. Employees hired after the ratification of this agreement will have a starting salary that is five percent less than the current starting salary. Probation Officer Trainees will become Probation Officers after one year as is the current practice; however, steps three through seven will be given every 18 months on January 1st or July 1st. Steps eight through twelve will be on an annual basis. The result of the new step system is a savings to the County because it takes employees longer to reach top step.

The following chart shows that it will take employees hired on January 1st under the new step system 14 years to reach top step compared to 11 under the current step system. The result is an estimated savings of \$55,294 per employee from entry level step to top step.

Cumulative Salary Savings from New Step System Compared to the Existing Step System															
Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total
Current	\$46,186	\$63,437	\$65,394	\$67,424	\$69,511	\$71,657	\$73,860	\$76,151	\$78,514	\$80,935	\$83,457	\$83,457	\$83,457	\$83,457	\$1,026,896
New	\$43,877	\$62,480	\$63,437	\$64,394	\$66,394	\$67,424	\$68,453	\$70,569	\$71,657	\$73,860	\$76,151	\$78,514	\$80,935	\$83,457	\$971,602
Savings	\$2,309	\$957	\$1,957	\$3,030	\$3,117	\$4,233	\$5,407	\$5,581	\$6,857	\$7,074	\$7,306	\$4,943	\$2,522	\$0	\$55,294

C. Promotions (section 6 of the MOA)

The proposed MOA stipulates that “Upon promotion, employees will be paid in the new position at the same step as the step held in the prior position”. This is a deviation from the current process for determining a member’s step upon promotion, which is typically at least a three percent increase from their current salary.

The proposed MOA will result in an indeterminate negative fiscal impact to the County as members could be placed in a step that is more than at least a three percent increase from their current rate of pay. Our analysis does not include a calculation of the fiscal impact for this stipulation due to the complexity of the various promotions that could occur.

D. Longevity (section 8 of the MOA)

As per the MOA, each step of the longevity pay rate schedule will be increased as follows:

- January 1, 2011 \$25, effective 7/1/14
- January 1, 2012 \$25, effective 7/1/14

The result of the increase in the longevity pay rate schedule is detailed in the table that follows.

MOA Longevity Pay Rates			
Year	Current Contract	2011 (effective 7/1/14)	2012 (effective 7/1/14)
10 Years	\$850	\$875	\$900
15 Years	\$1,350	\$1,375	\$1,400
20 Years	\$1,850	\$1,875	\$1,900
25 Years	\$2,000	\$2,025	\$2,050
30 Years	\$2,200	\$2,225	\$2,250

Per the baseline agreement, employees who are entitled to longevity pay on January 1st of any year shall be paid by separate check on the Thursday immediately following the first payday following April 1 of that year. Our assumption is that members will not receive a longevity pay increase for 2014 since the effective date is July 1, 2014; therefore, members would not have been eligible as of January 1, 2014. This is because “An employee must be on the payroll January 1st to be eligible for a longevity payment in April.” “An eligible employee who is not on the

payroll in April when the longevity payment is made will be paid the appropriate amount upon his/her return to the payroll.”

The following table details our cost estimate for the proposed MOA stipulations for longevity.

2015 (Deferred)	Longevity						Outstanding	Total
	2016 (Paid Retro)	2017	2018	2019	2020	Five-Year Total (2016-2020)	Deferrals (Post 2020)	
\$10,700	\$10,750	\$10,450	\$10,300	\$10,600	\$10,350	\$52,450	\$8,950	\$61,400

2015 deferred longevity is estimated to be \$10,700. Based on our assumed seven retirements per year, the remaining deferred longevity beyond 2020 is \$8,950.

2. Social Security

The employer’s contribution for the Social Security payroll tax is computed based upon a pre-determined contribution and benefit base and tax rate for Old Age, Survivors, and Disability Insurance (OASDI) and an unlimited earnings base and pre-determined tax rate for Medicare Hospital Insurance (HI). The 2016 wage base for OASDI is \$118,500, which is the same as it was in 2015. The 2017 wage base is \$127,200, representing a 7.34% increase over the 2016 wage base. For the purposes of projecting the County’s increased Social Security liability based upon the compensation enhancements contained within this agreement, all additional compensation is subject to a Social Security payroll tax of 7.65%. The OASDI rate remains set by statute at 6.2% as it has been for more than 20 years. The Medicare Hospital Insurance tax has no maximum wage base; it is 1.45% on all wages. The following table illustrates the projected annual and total increases.

Social Security (Increase in County liability)								
Year	2016	2017	2018	2019	2020	Five-Year Total (2016-2020)	Outstanding Deferral Cost	Total
Increase to Social Security liability	\$158,157	\$180,935	\$183,537	\$177,026	\$175,846	\$875,501	\$129,118	\$1,004,619

3. Retirement

The County’s contribution to the New York State Local Retirement System, consisting of the Employees Retirement System (ERS) and the Police and Fire Retirement System (PFRS) is based on a percentage of salaries for the preceding year. Consequently, the first year impacted by the POA contract is 2018 since the 2017 Annual Invoice, based upon actual salaries through March 2016, has been finalized and will be paid in February 2017. Members of the POA are enrolled in the ERS within a special 25-year retirement plan (89-s) providing an alternative retirement benefit for Suffolk County peace officers who serve in the Suffolk County Probation Department. The State provides the applicable contribution rates eighteen months in advance. Approximately 93% of the members of the POA are represented in Tier 4 of the plan requiring the County to contribute 18.2% of salaries

paid from April 1, 2016 through March 31, 2017 in February 2018. This contribution rate represents a 0.1% reduction as compared to the rate utilized to calculate the County's liability due February 2017. The BRO estimated change in the County's retirement liability assumes that the contribution rate will remain static based upon the Pension Fund's most recent under performance as compared to its assumed internal rate of return.

Retirement (Change in County Contribution)								
Year	2016	2017	2018	2019	2020	Five-Year Total (2016-2020)	Outstanding Deferral Cost	Total
Pension Liability Incurred	\$343,191	\$98,154	\$384,534	\$385,220	\$374,253	\$1,585,352	\$273,427.16	\$1,858,779
County Budget Year Payment Due			\$441,345	\$384,534	\$385,220	\$1,211,099		

4. Healthcare (section 3 of the MOA)

The existing Employee Medical Health Plan (EMHP) agreement, with the amendments made in the 2012 EMHP extension agreement through 12/31/2020, will continue.

5. Domestic Partners (section 16 of the MOA)

The MOA states that all contractual provisions for spouses shall be extended to domestic partners if certified or qualified under the requirements for healthcare under the EMHP agreement or any other NYS or federal healthcare plan. Domestic partners meeting these eligibility requirements have been eligible for the County's EMHP since January 1, 2012. Ratification of this agreement would provide additional benefits to domestic partners under sections 7.6 Death Benefit, 8.6 Leave with Pay, Personal and Administrative Leave and 8.8 Sick Time. The cost to the County in extending these benefits to domestic partners, as they are to spouses, is indeterminate pending the rate of utilization by employees' domestic partners.

6. Benefit Fund (section 7 of the MOA)

A. Section 7a of the agreement provides that in the event that counsel to the Association of Municipal Employees Benefit Fund ("AMEBF"), and the County's counsel, concur that this Agreement requires, as a matter of law, retroactive contributions to the AMEBF during the period January 1, 2011 through and including December 31, 2016 to cover the cost of the benefits paid to bargaining unit members during that period, then the County shall pay increased contributions to the AMEBF as follows:

Effective January 1, 2011	\$25
Effective January 1, 2012	\$50

The current benefit fund contribution made for each member of the POA is \$1,381 annually. The agreement will enhance benefit fund contribution rates for each member to \$1,406 in 2011 and \$1,456 in 2012. The following table details the additional cost of \$100,300 for retroactive contributions to the AMEBF during the period January 1, 2011 through and including December 31, 2016 to cover

the cost of the benefits paid to bargaining unit members during that period, if so required.

Benefit Fund Retroactive Contribution Costs			
Year	Increase over base	Avg BU members	Cost
2011	\$25	268	\$6,700
2012	\$75	258	\$19,350
2013	\$75	247	\$18,525
2014	\$75	243	\$18,225
2015	\$75	248	\$18,600
2016	\$75	252	\$18,900
Total			\$100,300

B. Section 7b of the agreement provides that effective January 1, 2017 bargaining unit members shall commence coverage from the SCPBA Benefit Fund. They shall receive benefits equal to those received by PBA bargaining unit members. The County shall pay the SCPBA Benefit Fund the same contribution amount per person for bargaining unit members as it pays for each PBA bargaining unit member. The PBA Memorandum of Agreement dated September 6, 2012 includes benefit fund contribution rates for each member of \$2,163 in 2017. It is unusual for a contract to include agreements pertaining to compensation levels for a period of time that falls outside of the term of the agreement (Jan 1, 2011- Dec 31, 2016) as it appears to do in this case.

The PBA 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 that could potentially impact the benefit fund contribution rate for each member of the POA.

Assuming that the full contribution is made throughout 2017 (reserves remain below 24 months) and, after adjusting for retirements, the POA membership is 249 in 2017, the County will incur an additional cost of \$175,818 in 2017 – the benefit fund contribution would increase from \$1,381 in 2016 to \$2,163 in 2017.

Benefit Fund Future Contribution Costs			
Year	Increase over base	Avg BU members	Cost
2016	\$75	252	\$18,900
2017	\$782	249	\$194,718
2018	\$782	246	\$192,372
2019	\$782	243	\$190,026
2020	\$782	240	\$187,680
Total			\$783,696

7. Layoffs (section 11 of the MOA)

Effective upon or after the date on which the 2011-2016 Agreement is fully ratified and approved, add: "The County will not, pursuant to the Civil Service Law, the Suffolk County Department of Civil Service Rules, or any other provision of law, lay-off any employee because of budgetary, governmental restructuring (including; e.g., contracting-out of work performed by any unit member, position abolition, service elimination) or any other reason. This paragraph does not apply to positions that become vacant through attrition (e.g., resignations, disciplinary terminations, or retirements).

There will likely be no impact to the County as a result of this stipulation because of the timing of its implementation. The proposed MOA states, "This paragraph will sunset, and become null and void and of no further force and effect, as of 11:59:59 p.m. on December 31, 2016."

8. Transfers (section 13 of the MOA)

POA Officers (not exceeding 4) and members of the POA Board of Directors (not exceeding 12) shall not be transferred from their present assignments except for just cause, without the consent of the employee involved and of the Association. This section shall apply to nominees for the above offices for the 45 day period following their nomination. Transfers of POA Officers and members of the POA Board of Directors may be implemented as part of a promotion as a condition of accepting the promotion.

This section of the proposed MOA is not likely to have a significant impact to the Department's daily functioning because if the Department has "just cause" it can transfer POA Officers and members of the POA Board of Directors or the nominees to these union positions with the consent of the employee involved and of the Association or it can wait 45 days to implement any necessary transfers.

9. Miscellaneous Cost-Neutral or Nominal Fiscal Impact Provisions

A. Bereavement (section 10 of the MOA)

The proposed MOA states, "Effective upon the complete ratification and approval of the 2011-2016 MOA, Section 8.6(B) will be amended to include the death of an employee's son-in-law or daughter-in-law as immediate family".

B. Cancer (section 12 of the MOA)

The MOA is consistent with the March 20, 2007 "Stipulation of Agreement between the County of Suffolk and Suffolk County Probation Officers Association Bargaining Unit No. 16" document regarding this section of the MOA as it states, "Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, all references to "Breast Cancer" shall be revised to read "cancer".

The proposed MOA states, "Effective upon the complete ratification and approval of the 2011- 2016 Agreement, in Section 8.6(D), change "Breast Cancer" to "Cancer" Employees may donate unused accrued sick time at any time except during the year immediately prior to their separation from service. Any time donated during this one year period will be retroactively deducted from the pool. For every two sick days or the hourly equivalent donated, the pool will be credited with one day or the hourly equivalent."

There is no fiscal impact to the County to change the title of the special pool of donated hours that individuals that are subject to the hardships related to the treatment of cancer are eligible to utilize. There may be a nominal positive fiscal impact to the County from the change in time that may be donated from "compensable time" to "accrued sick time" as this time could have been paid out upon separation of service, if eligible as such.

C. 401a (section 14 of the MOA)

Within six months of the complete ratification and approval of the 2011-2016 Agreement, the County will make every effort to establish a 401(a) program for severance deferral. If the parties cannot agree, then the issue will proceed directly to arbitration pursuant to the contractual grievance procedure.

According to the MOA, "The program will have no cost to the County".

D. Random Drug Testing (section 15 of the MOA)

Effective upon the complete ratification and approval of the 2011-2016 Agreement, a random drug and alcohol testing procedure will be implemented and incorporated into the POA's Collective Bargaining Agreement (CBA). This is a new stipulation as Probation Officers are not currently drug tested. As a result of this new procedure, there will be a nominal fiscal impact to the County to process the drug tests. The procedure was not attached to the backup documentation; therefore, it is unclear what the new procedure will entail.

E. Union Time (section 17 of the MOA)

The MOA states that “Effective January 1, 2017, Section 8.6(E)(3) shall be amended to increase the POA’s union release time bank of hours by 400 hours to 1,000 hours per year.”

Increasing the number of hours that an employee can utilize for union business in lieu of their typical job function could have an opportunity cost if the increased hours are utilized as well as potential fiscal impacts if overtime is necessary to cover the individual’s job responsibilities while attending to union business.

F. Service Weapon (section 18 of the MOA)

The “Stipulation of Agreement between the County of Suffolk and Suffolk County Probation Officers Association Bargaining Unit No. 16” document states, “Effective upon the date of complete ratification and approval of the 2004-2010 Agreement, the County will issue a Pistol Permit to an employee upon retirement from County service, provided that the employee meets the requirements under Penal Law Section 400. Pistol permits will be issued at the employee’s own expense. The employee may retain his/her service weapon upon retirement, subject to the Director of Probation’s reasonable discretion, provided that the employee’s last five consecutive years of service preceding retirement were with the Department in a full-time capacity.

The MOA states, “Employees hired on or before the complete ratification and approval of the 2011-2016 Agreement not issued a service weapon before or within 90 calendar days of complete ratification and approval of this Agreement shall not be entitled to a Department issued weapon upon retirement. Employees not issued a service weapon on or before that date may still be issued service weapons while employed, and will not be unreasonably denied a request for a service weapon upon reassignment to a new unit in the Department. This provision shall not diminish any employee right to a pistol permit pursuant to the 2004-2010 Agreement”.

The proposed MOA could result in a nominal cost savings to the County from Department issued weapons being recycled from retiring personnel to existing or new personnel.

G. Certified Bargaining Agent (section 19 of the MOA)

There is no impact to the County to recognize the Suffolk County Police Benevolent Association, Probation Officers Association Unit (“POA”) as the successor certified bargaining agent for Unit No. 16.

Conclusion

The proposed Memorandum of Agreement (MOA) between the County Executive and the Suffolk County Police Benevolent Association, Probation Officers Association Unit (POA) is modest in the sense that compounded growth over the six year period covered by the agreement is 11.5%, or an average of 1.92% per year. Deferrals included in the contract are estimated to be \$1.9 million. Although this represents only a small dollar

amount, it does represent 11.8% of total estimated increase in cost (\$1.9 million/\$16.1 million) and continues a precedent of avoiding having to pay all current operating costs as they are incurred.

* * *

Attachments: 4

AMENDED COPY AS OF 11/14/2016

Intro. Res. No. 1984-2016

Laid on Table 11/9/2016

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY PROBATION OFFICERS ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2016

WHEREAS, the County and the President of the Suffolk County Probation Officers Association Unit, have reached an agreement amending the terms and conditions of employment for the period January 1, 2011 through December 31, 2016, 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 is subject to ratification by the Suffolk County Probation Officers Association Unit; 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 Probation Officers Association Unit, covering the terms and conditions of employment of the Suffolk County Probation Officers Association Unit for the period January 1, 2011 through December 31, 2016, and the Stipulation of Agreement. A copy of which is on file with the Clerk of the Suffolk County Legislature, is hereby ratified and confirmed; 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:

Memorandum of Agreement

The parties, the County of Suffolk ("County") and the Suffolk County Police Benevolent Association, Probation Officers Association Unit ("POA") agree that all terms and conditions of employment as contained in the May 3, 2004-December 31, 2010 Memorandum of Agreement between the parties, with attached baseline collective bargaining agreement dated 3/06/07, shall remain unchanged except as specifically modified herein. References below to "Section" shall be to the 3/06/07 baseline Agreement.

1. **Term** - Six years 1/1/2011 through 12/31/2016
2. **Percentage raises** - Wages for all employees hired on or before the complete ratification and approval of the 2011-2016 Agreement shall be increased as follows:

January 1, 2011	2%, effective 7/1/14
January 1, 2012	2%, effective 7/1/14
January 1, 2013	1%, effective 7/1/14
January 1, 2014	1%, effective 7/1/14
Effective July 1, 2015	1%
Effective December 1, 2015	1%
Effective July 1, 2016	3%

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. New employees' wages - The entry rate of pay shall be reduced by 5% from the entry rate of pay in effect on December 31, 2010 for employees hired on or after full ratification and approval of this Agreement. Only percentage wage increases contained in paragraph 2, above, with an effective date on or after the date this Agreement is fully ratified and approved shall be applicable to this entry rate for new hires.

5. Step Movement - All employees hired on or after the date this Agreement is fully ratified and approved will remain in the starting salary consistent with the current procedure. These new employees will become eligible for movement to Steps 3-7 on the January 1, or July 1, occurring on or after the completion of the next 18 consecutive calendar month period, provided that they are on payroll six calendar months (i.e., January 1 or July 1) before the date of the actual step movement. Step movement beyond step 7 will occur after the completion of each subsequent 12 calendar month period.

6. Promotions - Upon promotion, employees shall be paid in the new position at the same step as the step they held in the prior position.

7. Benefit Fund -

- a. In the event that counsel to the Association of Municipal Employees Benefit Fund ("AMEBF"), and the County's counsel, concur that this Agreement requires, as a matter of law, retroactive contributions to the AMEBF during the period January 1, 2011 through and including December 31, 2016 to cover the cost of the benefits paid to bargaining unit members during that period, then the County shall pay increased contributions to the AMEBF as follows:

Effective January 1, 2011 \$25

Effective January 1, 2012 \$50

- b. Effective January 1, 2017 bargaining unit members shall commence coverage from the SCPBA Benefit Fund. They shall receive benefits equal to those received by PBA bargaining unit members. The County shall pay the SCPBA Benefit Fund the same contribution amount per person for bargaining unit members as it pays for each PBA bargaining unit member. In the event the POA decertifies from the PBA, then the POA will have 90 days from the effective date of the decertification to either create its own benefit fund or join an existing benefit fund. The County's contribution after 90 days shall be the same contribution amount per person for bargaining unit members as it pays for each SCAME bargaining unit member.

Former bargaining unit members retired as of January 1, 2017 shall continue to receive fund benefits from the AMEBF, if eligible. POA members who retire on or after January 1, 2017 shall receive fund benefits from the Suffolk County PBA Benefit Fund. The County will, consistent with law, encourage the AMEBF Trustees to ensure that there is no diminution of benefits to those retirees.

8. Longevity - Each step of the longevity schedule shall be increased as follows:

January 1, 2011 \$25, effective 7/1/11

January 1, 2012 \$25, effective 7/1/12

9. Deferrals -

- a. Payment for the increases in wages and longevity required by this 2011-2016 Agreement and which were effective during the period July 1, 2014 through and including December 31, 2015 shall be deferred and paid to employees upon separation from service at the rate described in Paragraph 9b, below. These deferrals will not adversely affect compounding of wage or longevity rates.
- b. All deferred amounts shall be repaid at the rate of salary in effect for the member at the time of repayment, which shall include, but not be limited to, any promotions, upgrades, salary increases, step increases,

increments, etc., enjoyed by the member between the date of the deferral and the time of repayment of the monies.

- c. The parties acknowledge that it is their intent that this Agreement is pension neutral and nothing set forth herein by way of deferral of monies, etc., shall in any way diminish the pension benefits or the County's pension contribution.

10. Bereavement - Effective upon the complete ratification and approval of the 2011-2016 Agreement, Section 8.6(B) shall be amended to include the death of an employee's son-in-law or daughter-in-law as immediate family members.

11. Layoffs - Effective upon or after the date on which the 2011-2016 Agreement is fully ratified and approved, add: "The County will not, pursuant to the Civil Service Law, the Suffolk County Department of Civil Service Rules, or any other provision of law, lay-off any employee because of budgetary, governmental restructuring (including; e.g., contracting-out of work performed by any unit member, position abolition, service elimination) or any other reason. This paragraph does not apply to positions that become vacant through attrition (e.g., resignations, disciplinary terminations, retirements). This paragraph will sunset, and become null and void and of no further force and effect, as of 11:59:59 p.m. on December 31, 2016."

12. Cancer – Effective upon the complete ratification and approval of the 2011-2016 Agreement, in Section 8.6(D), change "Breast Cancer" to "Cancer" Employees may donate unused accrued sick time at any time except during the year immediately prior to their separation from service. Any time donated during this one year period will be retroactively deducted from the pool. For every two sick days or the hourly equivalent donated, the pool will be credited with one day or the hourly equivalent.

13. Transfers - POA Officers (not exceeding 4) and members of the POA Board of Directors (not exceeding 12) shall not be transferred from their present assignments except for just cause, without the consent of the employee involved and of the Association. This section shall apply to nominees for the above offices for the 45 day period following their nomination. Transfers of POA Officers and members of the POA Board of Directors may be implemented as part of a promotion as a condition of accepting the promotion.

14. 401a - Within six months of the complete ratification and approval of the 20211-2016 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.

15. Random Drug Testing - Effective upon the complete ratification and approval of the 2011-2016 Agreement, the attached random drug and alcohol testing procedure will be implemented and incorporated into the parties' CBA.

16. Domestic Partners - Effective upon the complete ratification and approval of the 2011-2016 Agreement, 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 benefit they must certify annually that they are not in a domestic partnership or married.

17. Union Time - Effective January 1, 2017, Section 8.6(E)(3) shall be amended to increase the POA's union release time bank of hours by 400 hours to 1,000 hours per year.

18. Employees hired on or before the complete ratification and approval of the 2011-2016 Agreement not issued a service weapon before or within 90 Calendar days of complete ratification and approval of this Agreement shall not be entitled to a Department issued weapon upon retirement. Employees not issued a service weapon on or before that date may still be issued service weapons while employed, and will not be unreasonably denied a request for a service weapon upon reassignment to a new unit in the Department. This provision shall not diminish any employee right to a pistol permit pursuant to the 2004-2010 Agreement

19. The County hereby recognizes the Suffolk County Police Benevolent Association, Probation Officers Association Unit ("POA") as the successor certified bargaining agent for Unit No. **16.**

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

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

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

Dated: November , 2016

FOR THE ASSOCIATION:

Noel DiGerolamo, Unit President
Suffolk County Police Benevolent Assoc., Inc.
Probation Officers Association Unit

FOR THE COUNTY:

Jennifer K. McNamara, Esq.,
Director, Labor Relations

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY PROBATION OFFICERS ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2016.		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> 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 2011-2016. There is a 2% increase in 1/1/2011, a 2% increase in 2012, a 1% increase in 2013, and a 1% increase 1/1/2014 which are all effective 7/1/2014. The savings from the delayed effective date is \$2.8 million. There is also a 1% increase effective 7/1/2015, a 1% increase effective 12/1/2015, and a 3% increase effective 7/1/2016. In addition, the increases effective in 2014 and 2015 will not be included in the employees' paychecks until 2016 but will be paid out upon termination. This provides a temporary savings of \$1.7 million.		
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.		
Cost	2016	2017
Salary	\$ 2,301,408	\$ 2,555,223
Benefits	\$ 537,324	\$ 656,159
Total	\$ 2,838,731	\$ 3,211,382
	2018	2019
	\$ 2,579,041	\$ 2,611,007
	\$ 627,894	\$ 634,055
	\$ 3,206,935	\$ 3,245,063
	2020	Total
	\$ 3,288,281	\$ 15,790,392
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		11/3/2016

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.

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.

Stephanus Ruben
11/3/06

**STIPULATION OF AGREEMENT
BETWEEN
THE COUNTY OF SUFFOLK
AND
SUFFOLK COUNTY PROBATION OFFICERS ASSOCIATION
BARGAINING UNIT NO. 16**

Stipulation of Agreement made and entered into this 20th day of March 2007 by and between the County of Suffolk ("the County") and the Suffolk County Probation Officers Association ("POA").

1. The provisions of the present Collective Bargaining Agreement shall be as per the "baseline" contract dated March 6, 2007, as amended by the provisions of this Stipulation of Agreement. For convenience, the references below to "Section" shall be to the 2000-2003 AME White Collar Unit #2 contract.
2. Term of Agreement (Section 20 (3rd ¶)). Effective May 3, 2004 through and including December 31, 2010.
3. Wage Rates (Section 5).

For each employee who is on the payroll as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties as a full-time employee, effective January 1, 2005, each step of the salary schedule except the entry step shall be increased by 3%. In addition, each full-time employee who has been on the payroll on or before July 1, 2004 as a full-time employee and is on the payroll as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties as a full-time employee shall receive a \$1,925 one-time lump sum payment for 2004, minus applicable taxes and withholdings. Employees who are on the payroll as a full-time employee as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties but who were added or restored as a full-time employee to the payroll after July 1, 2004 shall have the bonus prorated based on the numbers of complete months on the payroll.

Each part-time employee (i.e., working more than 50% of the specified work week for that title) who has been on the payroll on or before July 1, 2004 as a part-time employee and is on the payroll as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties as a part-time employee shall receive a prorated amount (based on completed months on the payroll, and proportion of scheduled hours to that required of the full-time equivalent position, during 2004) of the \$1,925 one time lump sum payment for 2004, minus applicable taxes and withholdings. Each part-time employee (i.e., working more than 50% of the specified work week for that title) who is on the payroll as a part-time employee as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties, but was added or restored to the payroll as a part-time employee after July 1, 2004 shall have the bonus prorated amount (based on completed months on the payroll, and proportion of scheduled hours to that required of the full-time equivalent position, during 2004) of the \$1,925 one-time lump



sum payment for 2004, minus applicable taxes and withholdings.

Any employee who had a combination of full and part-time employment during the relevant periods above shall have the one-time lump sum payment prorated according to his/her employment status and time on the payroll as described above.

For each employee who is on the payroll as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties as a full-time employee, effective January 1, 2006, each step of the salary schedule except the entry step shall be increased by 3.0%.

For each employee who is on the payroll as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties as a full-time employee, effective January 1, 2007, each step of the salary schedule except the entry step shall be increased by 3.0%.

Effective January 1, 2008, each step of the salary schedule except the entry step shall be increased by 3.25%.

Effective January 1, 2009, each step of the salary schedule except the entry step shall be increased by 3.0%.

Effective January 1, 2010, each step of the salary schedule except the entry step shall be increased by 3.0%.

The entry level step shall not be increased for the life of this Agreement, except that the County, in its discretion, may unfreeze one or more entry level steps for a particular title(s) at its discretion. In this event, the step(s) shall be increased by the percentage wage increase, as set forth above, for the year(s) in which the step is unfrozen. In addition, the Association President may bring to the County's attention one or more steps that the Association believes should be unfrozen and the reason(s) for that proposal. The County shall, in its sole, non-reviewable discretion, consider this request and advise the Association President of the action, if any, taken in response to the request.

4. Step Movement (Section 5). Upon complete ratification and approval of the 2004-2010 Agreement, all employees must be on the payroll on or before January 1, as opposed to the current date of April 1, in order to advance one Step effective and payable July 1 each year.

5. Longevity (Section 5.1). Effective July 1, 2005, each step of the longevity schedule shall be increased by \$50. Effective January 1, 2006, each step of the longevity schedule shall be increased by \$50. Effective January 1, 2007, each step of the longevity schedule shall be increased by \$50. The above amounts shall be payable to each eligible full-time employee who is on the payroll as of the date on which the 2004-2010 Agreement is completely ratified and approved by the parties. Effective January 1, 2008, each step of the longevity schedule shall be increased by \$50.



6. Longevity (Section 5.1.4). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, add: "An employee must be on the payroll on January 1 to be eligible for a longevity payment in April. An eligible employee who is not on the payroll in April when the longevity payment is made will be paid the appropriate amount upon his/her return to the payroll."

7. Overtime/Compensatory Time (Sections 6.1, 6.2, 6.4, 6.9). Notwithstanding any inconsistent contract provision or practice to the contrary, all employees not covered by FLSA Section 207(k) who are hired on or after the complete ratification and approval of the 2004-2010 Agreement shall be entitled to overtime as follows: at straight time for all hours worked after actually working 35 or 37.5 hours, as applicable, during the work week (Monday-Sunday), and at time and one-half after actually working 40 hours during the work week (Monday-Sunday).

Notwithstanding any inconsistent contract provision or practice to the contrary, all employees covered by FLSA Section 207(k) who are hired on or after the complete ratification and approval of the 2004-2010 Agreement shall be entitled to overtime as follows: at straight time for all hours worked after actually working 35 or 37.5 hours, as applicable, during the applicable FLSA work cycle as designated by the County; and at time and one-half for all hours worked after actually working the maximum number of hours in the applicable FLSA work cycle as designated by the County.

In addition, Section 6.1 (1st paragraph, 2nd sentence) shall be revised to begin as follows: "For all employees who are hired prior to the date of the complete ratification and approval of the 2004-2010 Agreement,".

8. Night Shift Differential (Section 6.5). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, amend night shift differential to increase by 1%. In addition, amend covered shifts to be 6 p.m. - 6 a.m.

9. Rotating Shift Differential (Section 6.6 (1st and 2nd ¶¶)). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, amend two-tour rotating shift differential to increase by 1%, and amend the three-tour rotating shift differential to increase by 1%.

10. Compensatory Time (Section 6.9). The fifth paragraph shall be amended effective upon the date on which the 2004-2010 Agreement is completely ratified and approved by the parties to read, "Issues as to the application of the FLSA shall be resolved in accordance with the provisions of the Act and shall not be subject to the grievance and arbitration procedure of the contract."

11. Benefit Fund (Section 7.3). Effective January 1, 2008, the County's current contribution of \$1,330.98 shall be increased by \$50. In addition, within a reasonable period of time following the date of the complete ratification and approval of the 2004-2010 Agreement, the County will make a one time, non-recurring, lump sum payment to the Fund of \$158.08 per employee based upon 288 bargaining unit members. In the event that the AME Unit #2 and #6



negotiate a change in the County's Benefit Fund contribution for 2009 and/or 2010, the parties will negotiate about whether the(se) increase(s) should be applied to the POA bargaining unit.

12. Breast Cancer Pool (Section 8.6(C), Appendix N). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, all references to "Breast Cancer" shall be revised to read "cancer."

13. Leaves of Absence Without Pay; Sick Time; Pregnancy/Maternity Disability and Child Care Leave (Sections 8.7, 8.8, Appendix E(A)). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, revise per the County's proposal. (Eligible employees continue to be entitled to the long-term disability benefit provided in CBA Section 7.5).

14. Sick Leave (Section 8.8). Effective January 1, 2007, the attached Sick Leave Management Program shall be implemented.

15. Cleaning and Clothing Allowance (Section 10). The County shall pay a cleaning and clothing allowance of \$350 each year to each Employee on the payroll. This allowance shall be paid by separate check on or before the 30th of June of each year to those employees actually on the payroll as of June 1 of each year, commencing in 2007.

16. Grievance Procedure (Section 13(A) (Step 3) (3rd sentence)). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the Memorandum of Agreement between the County and the AME dated April 6, 2004 (attached) shall become a permanent part of the contract, except that, upon the date of the complete ratification and approval of the 2004-2010 Agreement, in paragraph (1), 3rd sentence, "either party" shall be changed to "the Association or the County."

17. Grievance Procedure. Effective for all demands for arbitration that are submitted on or after the date of the complete ratification and approval of the 2004-2010 Agreement, the following panel of arbitrators shall be utilized for all grievance arbitrations:

- David Stein
- Rosemary Townley
- Stephen Bluth
- Howard Edelman
- Mark Grossman
- Elliot Shriftman

18. Personnel Files (Section 16(F)). Delete upon the date of the complete ratification and approval of the 2004-2010 Agreement because there is no such "State law."

19. Job Evaluations. Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the County may implement procedures for job evaluations in any or all areas of the Department in which no such procedure is currently in effect, and may revise



those procedures where they currently exist. This paragraph satisfies the County's duty, if any, to negotiate regarding the County's decision to implement, and the impact of the implementation of, job evaluation policies and procedures.

20. Attendance Control. Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the County may implement an employee sign-in, sign-out procedure in any or all areas of the Department in which no such procedure is currently in effect, and may revise those procedures where they currently exist. When implemented, the County will furnish the relevant written procedures to the POA. This paragraph satisfies the County's duty, if any, to negotiate regarding the County's decision to implement, and the impact of the implementation of, sign-in, sign-out policies and procedures.

21. Fire Rules. Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, add: "Volunteer fire department personnel who have responded to a fire/emergency prior to the beginning of the normal work day shall be required to report to work immediately upon being released from their duties arising from the fire/emergency at no loss of time accruals to the employee." In addition, the joint labor management committee shall be authorized to study the formulation of policies and/or procedures regarding released time and related issues concerning volunteer ambulance personnel within the County. It is understood that criteria and other matters that are not terms and conditions of employment shall not be subject to these negotiations. The results of these negotiations are subject to bilateral, written agreement by the POA and the Director of Labor Relations, but not impasse procedures including fact finding. In addition, disputes regarding this section shall not be subject to Section 13 of the Collective Bargaining Agreement (the grievance and arbitration procedure) or any other third party review.

22. Sick Time (Section 8.8). Add: Employees hired on or after the date of the complete ratification and approval of the 2004-2010 Agreement shall be credited with sick time for each day on which they are actually ill and unable to report to work as determined by the Director of Probation or his/her designee. The sick leave usage and monitoring procedure used by the Sheriff's Department, which is modeled upon the NY City Police Department procedures, shall be used by the Probation Department. It is understood that the County will modify any item in the procedure that is not applicable to the Probation Department.

23. Unused Sick Time (Section 8.9). Add: There shall be no such payment for unused accumulated sick time for any employee who is hired on or after the date of the complete ratification and approval of the 2004-2010 Agreement.

24. Seniority (Section 15(B)). Revise to provide that the seniority date for contractual purposes for all employees hired after the date of the complete ratification and approval of the 2004-2010 Agreement by the parties shall be the date the member was first employed as a peace officer within the Department. This shall apply to, for example, all accruals, longevity, and time off and overtime eligibility. In addition, the seniority date for contractual overtime (only) purposes for all other employees shall be the date on which the member was first employed as a peace officer within the Department.



25. Tuition Reimbursement (Section 17(L)). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the amount shall be increased to \$15,000 per year.

26. Bullet Proof Vests. Effective January 1, 2008, County-issued bullet proof vests, which are part of the employee's uniform, shall be replaced every seven years from the date of initial issuance to the employee.

27. Pistol Permits. Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the County will issue a Pistol Permit to an employee upon retirement from County service, provided that the employee meets the requirements under Penal Law Section 400. Pistol permits will be issued at the employee's own expense. The employee may retain his/her service weapon upon retirement, subject to the Director of Probation's reasonable discretion, provided that the employee's last five consecutive years of service preceding retirement were with the Department in a full-time capacity.

28. Overtime (Section 6.2). The attached overtime procedure, agreed to in settlement of grievances 05-102, 05-103 and 05-104, shall be incorporated into the Agreement.

29. EMHP (Section 7.1). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the County will support the Association's request that the Association President become a full voting member of the EMHP Labor Management Committee.

30. Standby Pay. Effective July 1, 2007, add: "A. Standby shall be construed to be when a PPO or SPO in the Family Court Detention Transportation Section, the Warrants Section, GPS Section and/or Criminal Court Section, is required to make him/herself exclusively available to the Department during his/her normal off-duty time, notwithstanding any other sections of this Agreement. No employee shall be required to standby for court appearances. B. In the event that an employee is designated in writing by the Director of Probation or his/her designee to be on standby, he/she shall be paid at the rate of (i) two hours for every eight hours or part thereof not less than six hours; or (ii) for the Criminal Court Section, one hour for every four hours or part thereof, not less than two hours, he/she actually remains on standby. The two hours shall be straight pay at the regular hourly rate provided, however, that if the employee is called-out to duty, the standby shall not be paid, but the employee will instead be compensated in accordance with the minimum recall rate specified in this Agreement. If the employee is recalled during the last two hours of his/her standby, he/she shall receive the standby pay in addition to the pay specified herein for the hours of recall. Any other type of compensation for standby or off-duty decisions or notifications shall be terminated effective July 1, 2007."

31. Dress Code (Section 17(T)). Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the first sentence shall be deleted and replaced by the attached Dress Code. Effective upon the complete ratification and approval of the 2004-2010



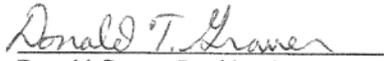
Agreement, all pending grievances and improper practice charges pertaining to dress code-related issues shall be withdrawn, with prejudice.

32. Deferred Compensation. Effective upon the date of the complete ratification and approval of the 2004-2010 Agreement, the County will support the Association's request that the Association President become a full voting member of the Deferred Compensation Panel.

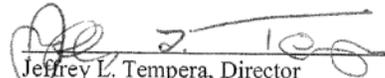
The provisions of this Stipulation of Agreement are subject to ratification by the POA membership, ratification by the County Executive and, for those provisions requiring the appropriation of funds, the approval of the County Legislature.

Dated: March 20, 2007

AGREED TO BY THE POA


Donald Grauer, President/
Chief Negotiator, POA

AGREED TO BY THE COUNTY


Jeffrey L. Tempera, Director
OFFICE OF LABOR RELATIONS

**PROBATION OFFICERS ASSOCIATION
NEGOTIATING TEAM**

