

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. 883 -2012, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY POLICE BENEVOLENT ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF JANUARY 1, 2011 THROUGH DECEMBER 31, 2018**

**WHEREAS**, the County Executive, the Director of Labor Relations, and the President of the Suffolk County Police Benevolent Association have reached an agreement covering the terms and conditions of employment for the period of 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 Memorandum of Agreement, a copy of which is presented with this Resolution and filed with the Clerk of the Suffolk County Legislature; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, the County Executive be and is hereby authorized to execute an agreement with the Suffolk County Police Benevolent Association, subject to its ratification by the Suffolk County Police Benevolent Association and in accordance with the Memorandum of Agreement presented to the members of the Legislature at this meeting, with such ministerial and non-substantive changes therein as the County Executive and/or his designee(s) may approve, covering the terms and conditions of employment for the period of January 1, 2011 through December 31, 2018; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law 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 N.Y.C.R.R.) 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. 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 law.

DATED: October 9, 2012

APPROVED BY:



County Executive of Suffolk County

Date: 10.12.2012

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## Memorandum of Agreement

The parties agree all terms and conditions of employment as contained in the parties' January 1, 2004 – December 31, 2007, as amended by an Interest arbitration Award covering the period January 1, 2008 – December 31, 2010, shall remain unchanged except as specifically modified herein.

1. **Term-** Eight (8) years 1/1/2011 through 12/31/2018

2. **Percentage raises-**

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

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 which will include:

- a. New employees shall pay 15% of the cost of health care during employment and in retirement as outlined in the EMHP 2012 extension agreement.
- b. The PBA agrees to participate in the EMHP 2012 extension agreement and provide its portion of the \$17 million on a per capita basis.
- c. Current employees will not have to pay for health care during the term of this contract or in retirement if they retire during the term of this agreement.

4. **New employees and wage chart-** The academy wage of \$42,000 shall be frozen for the duration of the agreement. A new salary scale consisting of 12 years to top step, inclusive of Police Academy, with equal raises every six (6) months shall be created for all employees hired after the full ratification of this agreement. New employee scale steps shall be increased each time top step is increased, maintaining equal steps every six months. Current employees shall maintain the current pay scale, five (5) years to top step, with steps being increased each time top step is increased, maintaining equal steps every year.

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5. **Productivity-** a. All PBA members shall work, in addition to their existing work obligation, two (2) additional eight (8) hour training days in each of 2013, 2014 and 2015. These training days shall be utilized by the Department for training purposes including, but not limited to, EVOG, firearms and EMT training. Additional training days required shall be administered as follows:

Every effort shall be made to have hours satisfied when mutually agreed upon. If hours are not mutually agreed upon, training shall not be scheduled on holidays, contiguous to vacation or more than one tour every 30 calendar days. The department shall not schedule with less than 30 calendar days notice to the employee. The department shall not schedule days to avoid the payment of overtime. Any scheduling of days by the department must be contiguous to the employees work schedule. Officers may satisfy days by training on x-days when mutually agreed upon with the department. Effective January 1, 2013, top base pay shall be increased by \$1250 and the salary scale shall be adjusted in accordance with paragraph 4.

b. The parties further agree the duties and responsibilities of police officers shall be expanded to include responsibility for homeland security, anti-terrorism and disaster response. The Department shall establish training programs to accomplish these objectives for all employees to attend. Effective January 1, 2015, top base pay shall be increased by \$1250 and the salary scale shall be adjusted in accordance with paragraph 4.

6. **Benefit Fund-** The Benefit fund contributions shall be increased as follows:

a. 2013 1.5% on 6/1/2013

b. 2014 2.5% on 6/1/2014 and 1.5% on 12/1/2014

c. 2015 1.5% on 6/15/2015 and 2.5% on 12/15/2015

d. 2016 1.5% on 1/1/2016 and 1.75% on 12/1/2016

e. The County shall not be required to make Benefit Fund contributions when the fund reserve exceeds 32 months. The county shall make half (1/2) the normal fund contribution when the fund reserve falls below 32 months but is greater than 24 months. Should the fund reserve fall below 24 months the county will make full contribution until it again reaches 32 months reserve.

7. **Family Sick-** Family sick leave shall be amended to include immediate family members currently covered, as defined in section 27, who are not living with the employee.



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**8. Deferrals-**

- a. Members employed by the Suffolk County Police Department on 1/1/2011 who separate from service prior to 4/1/2014 shall receive twenty (20) hours of compensatory time paid upon separation at the member's then prevailing rate. Effective 4/1/2014 top base pay shall be increased by the dollar amount of twenty (20) hours Compensatory time at the then prevailing top step rate.
- b. Members employed by the Suffolk County Police Department on 1/1/2012 who separate from service prior to 4/1/2015 shall receive forty (40) hours of compensatory time paid upon separation at the member's then prevailing rate. Effective 4/1/2015 top base pay shall be increased by the dollar amount of forty (40) hours Compensatory time at the then prevailing top step rate.
- c. Sub paragraphs (a) and (b) shall prevail notwithstanding any contradiction in the collective bargaining agreement. The County agrees employees who separate prior to an effective date(s) listed above and receive a compensatory time payment(s) shall have the payment(s) reflected as earnings in the year from which the payment(s) was (were) deferred so as to be pension neutral.
- d. 2013 and 2014 employees shall defer ten (10) hours from each holiday check (2 checks each year total of 20 hours each year) to be paid upon separation at the then prevailing rate.
- e. 2015 employees shall defer 20 hours from each holiday check (2 checks total) to be paid upon separation at the then prevailing rate.
- f. The parties agree the holiday payments deferred are intended to be pension neutral and nothing set forth in this agreement by way of deferral of monies shall in any way diminish pension benefits or the County's pension contributions.

**9. Employee Protections-**

- a. PBA members shall resume highway patrol, enforcement and all 911 responses (all duties and responsibilities as prior to 2007) within 5 days of full ratification of this agreement.
- b. No PBA member shall be subject to layoff for reasons, including but not limited to, budgetary, policy, legislative, executive, pension cost, healthcare cost, inflation, revenue, staffing needs, contracts, privatization etc. It is the intent of the parties to list all possible bases for layoff of PBA members in accordance with NYS statutory and case law and decisions.



- c. PBA members shall be the sole responders to all 911 calls within the Police District and in any area should the district be expanded.
- d. No duties performed by PBA members prior to the signing of this Agreement can be subcontracted to an outside entity or transferred to another county bargaining unit without a written agreement with the PBA, except duties PBA members began on or after January 1, 2012 which were previously performed by civilians. The PBA's written agreement shall not be unreasonably denied.
- e. Benefits outlined in sub paragraphs (a) (b) (c) and (d), and any benefit derived from a future arbitration related to said sub paragraphs, shall be considered mandatory subjects in all future negotiations.
- f. Effective 1/1/2013 all slots made available for pre-picked vacation, if not selected during pre-pick vacation selection, shall remain available throughout the year for weekly selection. If within ten (10) days the slot remains unselected, the days shall be available for use of individual vacation days. Section 23(d) of the contract shall be amended to reflect that all vacation selections (weekly and individual) after pre-picked vacation selections have concluded shall be granted to the first employee who makes a request.
- g. Effective the date of full ratification all employees shall be guaranteed a 232-234 day per year work schedule except when attending the Police Academy at their initial hiring which shall remain unchanged.
- h. The PBA shall withdraw any grievance for academy class 11-158 for payback time or overtime from 7/4/2012.
- i. Two members shall be assigned to all helicopter operations when scheduling permits. All pilots and co-pilots must be sworn officers and PBA members. All existing pilot positions, that are not PBA members, shall be grandfathered and the county agrees not to increase the number of non PBA pilots.
- j. Two Police Officers will be assigned when transporting a violent prisoner or PMI.
- k. All employees hired after the full ratification who become disabled as a result of a line of duty injury who receive a disability pension from NYS prior to reaching top step salary shall receive a supplemental payment from the county equal to the difference between the pension granted and 50% or 75%, as applicable, of top step at the time the pension was granted. This supplemental payment shall continue

Handwritten initials and a signature.

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in full force as long as the member or surviving spouse, or beneficiary, receives a pension benefit from NYS.

- I. Any officer who suffers a permanent disability as a result of an assault or violent confrontation in the line of duty shall receive 207c pay at top step rate, retroactive, to be credited upon disability retirement.

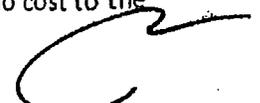
**10. Management Rights-**

- a. The department shall have the right to change tours two times per year (trainee and trainer) for the purpose of transitioning to new equipment.
- b. Travel time and mileage shall be waived should the department conduct firearms training at F6 Labs in Nassau County.
- c. Upon graduation of the Police Academy all new employees must pass the NYS EMT certification. EMT training staff will be assigned to the Police Academy and be part of the Academy Staff. The department will make every effort to retrain and maintain EMT status when practical. No member shall be removed from service for failing the EMT recertification.
- d. In commands requiring other than standard training the department may enter into an agreement with the PBA to facilitate training, while preserving the members' rights, even if it is in contradiction to the collective bargaining agreement.
- e. The PBA agrees to withdraw all pending grievances against the county for violation of the deferral MOA including any that may result in the 12 million dollar penalty toward the county.

**11. Longevity-** Longevity shall be increased \$25 dollars per year in 2013, 2014 and 2015. Increases shall not become effective until 1/1/2016. Longevity shall be increased \$50 on 12/31/2018. Employees shall defer \$25 of the 12/31/2018 longevity increase until 1/1/2020. Employees hired after full ratification of this agreement shall no longer receive global longevity for time served as a police officer outside of Suffolk County Police Department.

**12. 401a-** The parties agree that within six (6) months of the full ratification the county will make every effort to establish a 401a program for severance deferral. The parties agree that the program will have no cost to the

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municipality. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.

- 13. Worker's Compensation-** The parties agree that within six (6) months of full ratification they will negotiate a new injured employee procedure to replace the existing Medscope process. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.
- 14. Rights and Benefits-** All contractual provisions for spouses shall be extended to domestic partners if certified or qualified under the requirements for healthcare under the EMHP agreement (effective 1/1/2012) or any other NYS or federal healthcare plan. If domestic partner receiving surviving spouse benefit they must certify annually that they are not in a domestic partnership or married.
- 15. Education-** Effective January 1, 2014 base pay shall be increased \$1,500 and the salary scale shall be adjusted in accordance with Paragraph 4, except for employees hired on or after ratification of this Agreement who will receive the increase upon reaching top step. All new employees shall be required to complete a minimum of 120 college credits or obtain a Bachelor's degree. New employees who have not satisfied the 120 college credit or degree requirement by November 1 of any year after reaching top step pay shall have their final holiday check for that year reduced by \$1,250 until the requirement is satisfied. Current employees shall be given credit for time served in the Police Department and training received to date to satisfy their college credit or degree obligation under this provision.
- 16. Pilot Program-** The parties shall explore the options of both 10 and 12 hour tours as pilot programs; however, all mandatory subjects of bargaining shall be agreed upon prior to the implementation of any new chart.
- 17. Re-opener-** The PBA shall be entitled to re-open negotiations over terms and conditions of employment, including the right to proceed to interest arbitration, in the event that any current or future Suffolk County law enforcement bargaining unit agrees or is awarded either greater benefits or lesser concessions, including the total value of those benefits and concessions, during the period of this Agreement than those provided for herein.
- 18. Wage Protection-**
- a. Employees hired on or after the full ratification of this agreement shall have their top step remain at the top step of December 31, 2013 (\$111,506), and all other steps shall remain frozen in accordance with

Paragraph 4 herein, during the term of this agreement absent a successor agreement or award, notwithstanding any other provision contained herein to the contrary, except as provided in Paragraph 15.

- b. The PBA shall have the right during the term of this Agreement to re-open negotiations, for wages only, should the rate of inflation exceed five percent (5%) in any calendar year. The rate of inflation shall be determined by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Items – All Urban Consumers for New York – Northern New Jersey – Long Island.

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

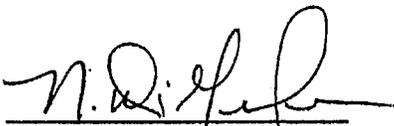
SHOULD ANY PROVISION IN THIS AGREEMENT BE FOUND TO BE UNLAWFUL OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION THE REMAINDER OF THE AGREEMENT SHALL REMAIN IF FULL FORCE AND EFFECT AND THE PARTIES SHALL IMMEDIATELY COMENCE NEGOTIATIONS TO REPLACE THE INVALIDATED PROVISION WITH A COMPARABLE, LEGAL,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

ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE RATIFICATION OF THE SUFFOLK COUNTY PBA 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.

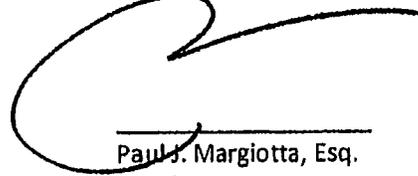
**Dated: September 6, 2012**

**FOR THE ASSOCIATION:**



Noel DiGerolamo, President  
Suffolk County Police Benevolent Assoc., Inc.

**FOR THE COUNTY:**



Paul J. Margiotta, Esq.  
Chief Deputy County Attorney  
Acting Director of Labor Relations

SUFFOLK COUNTY  
County Legislature  
RIVERHEAD, NY



*This is to Certify That I,* TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on October 9, 2012 and that the same is a true and correct transcript of said resolution and of the whole thereof.

*In Witness Whereof, I* have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

*Tim Laube*

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Clerk of the Legislature

**Motion:**

Romaine, Schneiderman, Browning, Muratore, Anker  
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

**Co-Sponsors:**

Romaine, Schneiderman, Browning, Muratore, Anker  
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

**Second:**

Romaine, Schneiderman, Browning, Muratore, Anker  
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE					
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Thomas MURATORE					
5	Kara HAHN					
6	Sarah S. ANKER					
7	Rob CALARCO					
9	Ricardo MONTANO					
10	Thomas CILMI					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
15	DuWayne GREGORY					
16	Steven H. STERN					
17	Lou D'AMARO					
18	William SPENCER					
14	Wayne R. HORSLEY, D.P.O.					
8	William J. LINDSAY, P.O.					
Totals		15				

MOTION
<input checked="" type="checkbox"/> Approve
___ Table: _____
___ Send To Committee
___ Table Subject To Call
___ Lay On The Table
___ Discharge
___ Take Out of Order
___ Reconsider
___ Waive Rule _____
___ Override Veto
___ Close
___ Recess
APPROVED <input checked="" type="checkbox"/> FAILED _____
No Motion _____ No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
___ NOT ADOPTED

*Tim Laube*

Tim Laube, Clerk of the Legislature

Roll Call \_\_\_\_\_ Voice Vote