

# SUFFOLK COUNTY LEGISLATURE



Robert Lipp  
Director

## BUDGET REVIEW OFFICE

April 24, 2017

*(Amended from April 19, 2017 to include revised SOA)*

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

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

Subject: **Analysis of IR No. 1260-2017: Authorizing the County Executive to execute an agreement with the Suffolk County Deputy Sheriffs Police Benevolent Association covering terms and conditions of employment for the period of January 1, 2011 through December 31, 2018.**

The purpose of this memo is to provide the Legislature with an analysis of the agreement between the County Executive and the Deputy Sheriffs Police Benevolent Association (DSPBA), which was signed on April 3, 2017 and represents a new labor contract for the period of January 1, 2011 to December 31, 2018. Accompanying this memo you will also find a copy of Introductory Resolution No. 1260-2017, followed by the stipulation of agreement, and the County Executive's fiscal impact statement.

### **Overview**

In order to estimate the total cost of the contract we made certain assumptions. Our calculations for existing employees are based on the 3/26/17 biweekly payroll, which included 250 DSPBA members. In addition to the negotiated increases, we factored in step increases where applicable. Based on the average number of retirements since 2013, we assume that 10 members retire annually. We also assume a uniform distribution for retirements and class of 10 new recruits mid-September each year.

Section 4 of the agreement states that members hired after the ratification of the agreement will be paid on the salary schedule in Exhibit A. Section 15h states that employees hired before the ratification of this agreement will be paid on the salary schedule in Exhibit B.

The County Executive's Fiscal Impact Statement includes a net contract cost of \$23.8 million from 2011-2018; \$45.0 million when projected through 2020. We estimate a cost of \$20.7 million from 2011-2018 (\$3.1 million less than the Executive's fiscal impact) and a cost of \$41.5 through 2020 (\$3.5 million less than the Executive). The County Executive's Budget Office did not provide us with a full list of assumptions, but it is our understanding that their calculations do not include annual separations, which is a partial explanation for why our costs are lower than theirs are. One cost that we include, that the Executive appears not to have included, is the estimated cost of outstanding deferrals, most of which are likely be paid out beyond 2020. The following chart summarizes our cost estimate for each component of the contract that we were able to quantify and shows the difference between our calculation and the Executive's fiscal impact statement for each year.

Summary of Costs from the 2011-2018 DSPBA Agreement							
Category	2016	2017	2018	2019	2020	Outstanding Deferrals	Total Cost
Salary	\$0	\$3,818,399	\$4,675,256	\$5,045,000	\$5,051,167	\$0	\$18,589,822
Overtime	\$0	\$1,539,559	\$1,950,309	\$2,166,293	\$2,217,165	\$0	\$7,873,327
Savings	\$0	-\$596,004	-\$917,918	-\$1,191,732	-\$1,422,355	\$0	-\$4,128,009
Special Section Pay	\$0	\$311,545	\$324,098	\$327,185	\$326,787	\$0	\$1,289,616
Longevity	\$0	\$29,000	\$58,000	\$60,825	\$65,625	\$0	\$213,450
Terminal Pay	\$0	\$165,836	\$183,932	\$183,932	\$183,932	\$0	\$717,631
Administrative Leave	\$0	\$34,000	\$34,646	\$35,105	\$35,105	\$0	\$138,856
Other 1000s	\$0	\$371,695	\$449,942	\$483,497	\$484,016	\$0	\$1,789,149
Retro	\$4,348,557	\$0	\$0	\$0	\$0	\$1,413,248	\$5,761,805
FICA	\$292,223	\$381,295	\$454,155	\$477,799	\$466,465	\$94,970	\$2,166,908
Retirement	\$0	\$1,223,684	\$1,596,672	\$1,864,434	\$2,029,258	\$397,688	\$7,111,736
<b>Total</b>	<b>\$4,640,780</b>	<b>\$7,279,008</b>	<b>\$8,809,094</b>	<b>\$9,452,338</b>	<b>\$9,437,164</b>	<b>\$1,905,907</b>	<b>\$41,524,291</b>
<b>Executive FIS</b>	<b>\$4,640,000</b>	<b>\$8,670,000</b>	<b>\$10,490,000</b>	<b>\$10,930,000</b>	<b>\$10,250,000</b>	<b>\$0</b>	<b>\$44,980,000</b>
<b>BRO less Exec</b>	<b>\$780</b>	<b>-\$1,390,992</b>	<b>-\$1,680,906</b>	<b>-\$1,477,662</b>	<b>-\$812,836</b>	<b>\$1,905,907</b>	<b>-\$3,455,709</b>

FICA and retirement costs in the previous table were calculated using the following methodology:

- The employer's contribution for the Social Security payroll tax is 7.65%, or 6.2% for Old Age, Survivors, and Disability Insurance (OASDI), on 2017 wages up to \$127,200, and 1.45% on all wages for Medicare Hospital Insurance (HI). Based on our 2016 W-2 report, adjusting for Deputy Sheriffs that earn more than \$127,200, the effective social security rate used in this analysis is 6.72%.
- The County's contribution to the New York State Local Retirement System is based on a percentage of salaries for the preceding State fiscal year. The first year impacted by the DSPBA contract is 2019, since the 2018 invoice, payable by February 1, 2018, is based upon actual salaries through March 2017. BRO calculates that the pension bill due by February 1, 2018 will be based on an overall blended contribution rate of 28.14% of salaries for all DSPBA members.

A more detailed analysis of each provision in the contract is included in the following six sections:

1. **Wages (Sections 2, 4, 5, 8, 15h-j)**
2. **Retroactive Pay and Deferrals (Sections 2, 5, 8, 9)**
3. **Longevity (Section 6)**
4. **Benefits (Sections 3, 7, 11)**
5. **Highway Patrol (Section 15a-g)**
6. **Other (Sections 10, 12, 13, 14, 15k)**
7. **Conclusion**

**Wages (Sections 2, 4, 5, 8, 15h-j)**

Percentage Raises (section 2 of the SOA)

Employees hired before the approval of the 2011-2018 agreement will receive increases in base pay as shown in the following table. Note that for the purposes of calculating retroactive payments, 2013 increases are not effective until 1/1/14. See the next section of this memo for more information on retroactive pay and deferrals. The total average annual increase in base pay over the eight-year is 2.54%; 20.3% over the life of the contract. While the average annual increase can be considered a barometer for the fairness of the agreement, the total increase through 2018 is the more appropriate figure in terms of what the upcoming 2018 budget will have to fund.

<b>Salary Increases for Existing DSPBA Members 2011-2018</b>				
<b>Year</b>	<b>Section of Agreement</b>	<b>Increase in Base Pay</b>	<b>Increase in Pay Received</b>	<b>Increase in Year End Base Pay</b>
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)	1.13%	1.34%
2014	8	\$700 education benefit on 1/1/14	2.34%	3.10%
	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 1/1/15	3.46%	4.61%
	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	4.01%	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)			2.34%	2.54%
Total Increase Over the Life of the Contract			18.73%	20.30%

Productivity (section 5 of the SOA) and Education (section 8 of the SOA)

The \$700 “Education Benefit” requires employees to have 120 college credits, a bachelor’s degree, or an equivalence in time and training in the Sheriff’s Office, the methodology is not specified in the agreement. Members failing to meet this requirement will have their holiday pay reduced by \$700 annually until the requirement is satisfied. The \$700 “Productivity Benefit” will be afforded to all members as a result of expanded duties related to anti-terrorism and disaster response.

Wages (section 4 of the SOA)

For existing members, base pay for each step and grade in the salary schedule is increased by the percentages and dollar amounts shown in the previous table. The following tables show the biweekly and annual base salary rates in the current contract and the proposed rates on 1/1/17, 6/1/17, and 6/1/18 if the new contract is approved.

<b>Current Deputy Sheriff Biweekly Salary Schedule for Existing Members</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$1,150	\$1,497	\$1,844	\$2,190	\$2,537	\$2,883	\$2,994	\$3,034	\$3,086	\$3,105
D2						\$3,430	\$3,542	\$3,582	\$3,633	\$3,652
D3						\$4,297	\$4,411	\$4,449	\$4,498	\$4,517
D4						\$4,721	\$4,837	\$4,872	\$4,923	\$4,942
<b>Deputy Sheriff Biweekly Salary Schedule for Existing Members on 1-1-17</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$1,587	\$1,939	\$2,293	\$2,646	\$3,121	\$3,353	\$3,473	\$3,509	\$3,556	\$3,576
D2						\$3,945	\$4,060	\$4,104	\$4,160	\$4,182
D3						\$4,867	\$5,047	\$5,089	\$5,143	\$5,164
D4						\$5,669	\$5,895	\$5,936	\$5,995	\$6,018
<b>Deputy Sheriff Biweekly Salary Schedule for Existing Members on 6-1-17</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$1,639	\$2,002	\$2,368	\$2,732	\$3,222	\$3,462	\$3,586	\$3,623	\$3,671	\$3,692
D2						\$4,073	\$4,192	\$4,237	\$4,296	\$4,318
D3						\$5,025	\$5,211	\$5,254	\$5,310	\$5,331
D4						\$5,853	\$6,087	\$6,129	\$6,190	\$6,214
<b>Deputy Sheriff Biweekly Salary Schedule for Existing Members on 6-1-18</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$1,692	\$2,067	\$2,444	\$2,821	\$3,327	\$3,574	\$3,702	\$3,741	\$3,791	\$3,812
D2						\$4,206	\$4,328	\$4,375	\$4,435	\$4,458
D3						\$5,189	\$5,381	\$5,425	\$5,482	\$5,505
D4						\$6,044	\$6,285	\$6,328	\$6,392	\$6,416

<b>Current Deputy Sheriff Annual Salary Schedule for Existing Members</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$30,015	\$39,061	\$48,107	\$57,153	\$66,199	\$75,246	\$78,143	\$79,187	\$80,545	\$81,045
D2						\$89,523	\$92,446	\$93,490	\$94,821	\$95,321
D3						\$112,152	\$115,127	\$116,119	\$117,398	\$117,898
D4						\$123,218	\$126,246	\$127,159	\$128,490	\$128,990
<b>Deputy Sheriff Annual Salary Schedule for Existing Members on 1-1-17</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$41,421	\$50,608	\$59,847	\$69,061	\$81,458	\$87,502	\$90,643	\$91,596	\$92,802	\$93,335
D2						\$102,914	\$105,961	\$107,114	\$108,585	\$109,141
D3						\$127,034	\$131,734	\$132,814	\$134,224	\$134,770
D4						\$147,966	\$153,863	\$154,928	\$156,482	\$157,074
<b>Deputy Sheriff Annual Salary Schedule for Existing Members on 6-1-17</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$42,767	\$52,253	\$61,792	\$71,305	\$84,105	\$90,346	\$93,589	\$94,573	\$95,818	\$93,368
D2						\$106,311	\$109,405	\$110,595	\$112,114	\$112,688
D3						\$131,163	\$136,015	\$137,130	\$138,586	\$139,150
D4						\$152,775	\$158,864	\$159,963	\$161,568	\$162,179
<b>Deputy Sheriff Annual Salary Schedule for Existing Members on 6-1-18</b>										
<b>Grade</b>	<b>Step 1</b>	<b>Step 1A</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Invest. 5-1</b>	<b>Invest. 5-2</b>	<b>Invest. 5-3</b>	<b>Invest. 5-4</b>
D1	\$44,157	\$53,951	\$63,801	\$73,622	\$86,839	\$93,282	\$96,631	\$97,646	\$98,932	\$99,500
D2						\$109,766	\$112,960	\$114,190	\$115,758	\$116,350
D3						\$135,425	\$140,436	\$141,587	\$143,090	\$143,672
D4						\$157,740	\$164,027	\$165,162	\$166,819	\$167,450

**New Salary Schedule (section 15h of the SOA)**

Employees hired after the approval of the proposed agreement would be paid on a new 24-step schedule with steps given every six months compared to the current 6-step system. Each Grade in the new salary schedule is indexed at 16% above the top step of the grade below it. For instance, a Deputy Sheriff II salary of \$91,282 in the table below is 16% more than the top step Deputy Sheriff I salary of \$78,690. In comparison, the proposed index for existing members represents an increase of 17.7% from Deputy Sheriff I to Deputy Sheriff II, 23.4% from Deputy Sheriff II to Deputy Sheriff III, and 16.5% from Deputy Sheriff III to Deputy Sheriff IV. The following chart shows the salary schedule for new employees.

Salary Schedule for Members Hired After Agreement									
Year	Steps	Deputy Sheriff I		Deputy Sheriff II		Deputy Sheriff III		Deputy Sheriff IV	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
1	1	\$1,149	\$30,683	\$3,497	\$91,282	\$4,057	\$105,887	\$4,706	\$122,829
	2	\$1,202							
2	3	\$1,255	\$33,436						
	4	\$1,307							
3	5	\$1,360	\$36,190						
	6	\$1,413							
4	7	\$1,466	\$38,943						
	8	\$1,518							
5	9	\$1,571	\$42,260						
	10	\$1,667							
6	11	\$1,763	\$47,284						
	12	\$1,860							
7	13	\$1,956	\$52,308						
	14	\$2,052							
8	15	\$2,149	\$57,345						
	16	\$2,245							
9	17	\$2,341	\$62,356						
	18	\$2,437							
10	19	\$2,534	\$67,394						
	20	\$2,630							
11	21	\$2,726	\$72,405						
	22	\$2,822							
12	23	\$2,919	\$77,442						
	24	\$3,015							
13	24	\$3,015	\$78,690						

The implementation of a new salary schedule provides savings compared to using the existing schedule for new employees in four ways.

1. The time it takes a Deputy Sheriff I hired on January 1st to reach top step is increased from six years to 12 years.
2. Maximum Deputy Sheriff I salary is \$14,591 less than for existing members.
3. Promotional titles and investigator assignments are based on an index system. Consequently a reduction in top step Deputy Sheriff I salaries results in a salary reduction for all promotional and investigator titles.
4. The index itself includes lower percentages than those used in the existing schedule.

The following table shows what the annual savings for a Deputy Sheriff hired on January 1, 2017 would be as a result of using the new salary schedule instead of the one negotiated for existing members. Note that after year 13 there would be an ongoing annual savings of \$14,591.

<b>Savings for a Deputy Sheriff I from Entry Level Step to Top Step</b>			
<b>Year</b>	<b>Existing</b>	<b>New</b>	<b>Annual Savings</b>
1	\$38,928	\$30,683	\$8,245
2	\$49,100	\$33,436	\$15,664
3	\$63,788	\$36,190	\$27,599
4	\$73,628	\$38,943	\$34,685
5	\$86,835	\$42,260	\$44,575
6	\$93,281	\$47,284	\$45,997
7	\$93,281	\$52,308	\$40,973
8	\$93,281	\$57,345	\$35,936
9	\$93,281	\$62,356	\$30,925
10	\$93,281	\$67,394	\$25,888
11	\$93,281	\$72,405	\$20,877
12	\$93,281	\$77,442	\$15,839
13	\$93,281	\$78,690	\$14,591
<b>Total</b>	<b>\$1,058,530</b>	<b>\$696,736</b>	<b>\$361,794</b>

The following table compares top step salaries at the end of the agreement for employees paid on the new schedule versus employees paid on the existing schedule. The new salary schedule is a savings compared to the salary schedule negotiated for the existing members.

<b>Comparison of Top Step Salaries at the End of the Agreement for Existing and New Members</b>				
<b>Title</b>	<b>Existing</b>	<b>New</b>	<b>\$ Savings</b>	<b>% Savings</b>
Deputy Sheriff I	\$93,282	\$78,690	\$14,592	16%
Deputy Sheriff II	\$109,766	\$91,282	\$18,484	17%
Deputy Sheriff III	\$135,425	\$105,887	\$29,538	22%
Deputy Sheriff IV	\$157,740	\$122,829	\$34,911	22%
<b>Average Savings</b>			<b>\$24,381</b>	<b>19%</b>

The next table compares top step salaries for new employees under the agreement that ended in 2010 and the SOA, which ends in 2018. The weighted average for top step salaries in the new schedule is 3.6% greater than the current schedule implemented in 2010.

<b>Comparison of Top Step Salaries at the End of the Agreement for New Members on Old Salary Schedule Compare to New Salary Schedule</b>							
<b>Title</b>	<b>No.</b>	<b>Total Cost</b>			<b>Total Cost</b>		
		<b>2010 Annual</b>	<b>2010 Schedule</b>	<b>2018 Annual</b>	<b>2018 Schedule</b>	<b>Difference (\$)</b>	<b>Difference (%)</b>
Deputy Sheriff I	139	\$75,246	\$10,459,194	\$78,690	\$10,937,910	\$478,716	4.6%
Deputy Sheriff II	23	\$89,523	\$2,059,029	\$91,282	\$2,099,486	\$40,457	2.0%
Deputy Sheriff III	4	\$112,152	\$448,608	\$105,887	\$423,548	(\$25,060)	-5.6%
Deputy Sheriff IV	5	\$123,218	\$616,090	\$122,829	\$614,145	(\$1,945)	-0.3%
<b>Average Cost</b>			<b>\$13,582,921</b>		<b>\$14,075,089</b>	<b>\$492,168</b>	<b>3.6%</b>

**Special Section Pay (section 15i of the SOA)**

In addition to increases in base pay, Special Section Pay will be increased effective 1/1/17 from \$60 per pay period to \$2,318 annually (approximately \$30 per pay period), and will be increased by general wage increases going forward. Furthermore, Special Section Pay will be awarded to all members, not just those in the Warrants Division, Investigations Bureau, District Court, Evening Transportation, and Headquarters Transportation. We estimate an increase in cost for members already receiving Special Section Pay of approximately \$142,000 in 2017 and an increased cost for extending the compensation to those not currently receiving it of approximately \$170,000 in 2017, for a combined cost of \$311,545.

The following table summarizes the projected costs associated with items discussed in this section, net of anticipated savings from replacing retiring members with less expensive new recruits. Overtime, Terminal Pay, and Other personnel costs are based on wages reported in the 2016 W-2 Report, increased by negotiated pay rates.

<b>Summary of Salary and Salary Related Costs</b>					
	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
Salary	\$3,818,399	\$4,675,256	\$5,045,000	\$5,051,167	\$18,589,822
Spec. Section Pay	\$311,545	\$324,098	\$327,185	\$326,787	\$1,289,616
Overtime	\$1,539,559	\$1,950,309	\$2,166,293	\$2,217,165	\$7,873,327
Term Pay	\$165,836	\$183,932	\$183,932	\$183,932	\$717,631
Other	\$371,695	\$449,942	\$483,497	\$484,016	\$1,789,149
Salary and OT Savings	-\$596,004	-\$917,918	-\$1,191,732	-\$1,422,355	-\$4,128,009
<b>Total</b>	<b>\$6,207,033</b>	<b>\$7,583,538</b>	<b>\$8,205,907</b>	<b>\$8,263,066</b>	<b>\$30,259,545</b>

**Retroactive Pay and Deferrals (Sections 2, 5, 8, 9)**

**Retroactive Payments (sections 2, 5, 8 of the SOA)**

Employees will be entitled to retroactive payments; however, regular wage increases with effective dates of 2014 and 2015 will be deferred until employee separation or 2020, at the sole discretion of the County. Deferred wages will be paid at the employee's prevailing wage at the time of separation. Increases on overtime and compensatory time from 2014 and 2015, as well as increases on all wages from 2016, will be paid upon the approval of the agreement. Employees who were on the payroll on 1/1/14, but separated at some point before the ratification of the agreement are also entitled to retroactive pay. We estimate that retroactive payments will cost \$4.3 million; \$3.9 million to active employees and \$436,304 to former employees. We estimate the amount of retroactive pay to be deferred by active employees to be \$1.4 million.

**Deferrals (section 9 of the SOA)**

The SOA states that all deferrals are intended to be pension neutral, in the sense that they will not diminish pension benefits. There could be a cost to the County to assure pension neutrality. For instance, pension contribution rates may be different when deferred pay is received, as opposed to when it is earned. At this time it would be too speculative to estimate any fiscal impact to the County.



### **Longevity (Section 6)**

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

- January 1, 2016 \$125, effective 1/1/16
- January 1, 2016 A year 30 step is added at \$3,500 (inclusive of the \$125 increase), effective 1/1/16
- January 1, 2018 \$200 at years 15, 20, 25 and 30, effective 1/1/18

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

<b>Longevity Pay Rates</b>			
<b>Year</b>	<b>Current Contract</b>	<b>2016 (effective 1/1/16)</b>	<b>2018 (effective 1/1/18)</b>
<b>5 Years</b>	\$875	\$1,000	\$1,000
<b>10 Years</b>	\$1,375	\$1,500	\$1,500
<b>15 Years</b>	\$1,875	\$2,000	\$2,200
<b>20 Years</b>	\$2,375	\$2,500	\$2,700
<b>25 Years</b>	\$2,875	\$3,000	\$3,200
<b>30 Years</b>	N/A	\$3,500	\$3,700

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

<b>Longevity</b>					
<b>2016 (Paid Retro)</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
<b>\$27,500</b>	<b>\$29,000</b>	<b>\$58,500</b>	<b>\$60,825</b>	<b>\$65,625</b>	<b>\$241,450</b>

### **Benefits (Sections 3, 7, 11)**

#### **Healthcare (section 3 of the SOA)**

There is no additional cost to the County from this section of the SOA, as it only continues the existing Employee Medical Health Plan (EMHP) agreement, with the amendments made in the 2012 EMHP extension agreement through the end of 2020. The existing agreement provides that any employees hired prior to 2013 shall not contribute toward the premium or group cost of health insurance premiums.

#### **Rights & Benefits (section 7 of the SOA)**

The SOA states that all contractual provisions for spouses shall be extended to domestic partners. Domestic partners meeting eligibility requirements already qualify for the County's EMHP since 2012. This agreement may provide additional benefits to domestic partners under (1) Section 13.3 Death Benefit – as it pertains to children of employees killed in the line of duty receiving a full tuition scholarship to SCCC, (2) Section 16.5 Leave with Pay, Personal and Administrative – as it pertains to emergency leave for death, and (3) Section 16.4 Sick Time – as it pertains to family sick leave. At this time, there are too many unknowns to be able to estimate the cost to the County in extending these benefits to domestic partners.

### Disability Payments (section 11 of the SOA)

Any employee hired after approval of this agreement, who becomes disabled in the line of duty and receives a disability pension from NYS prior to reaching top step salary, will receive a supplemental payment from the County. The additional payment will be equal to the difference between the pension granted and the appropriate disability amount (33.33%, 50% or 75%) that would be received at top step. The cost to the County is indeterminate at this time. Estimating the cost would be based on the rate of eligibility and utilization of this benefit, the applicable rate of the difference between the pension granted and top step salary, and the duration of time for which the County is obligated to make these supplemental payments.

### **Highway Patrol (Section 15a-g)**

These sub-sections relate to the settlement between the Deputy Sheriff's and the County regarding the return of Highway Patrol to the Police Department. Under a 2011 MOA, Deputy Sheriffs' retroactive pay was deferred with the understanding that if these Highway Patrol duties and responsibilities were returned to the Police Department, deferred pay would be reimbursed. The deferred pay was eventually issued either at separation of service or in July of 2016.

Section 15.a states that the County will pay the difference between the rate of salary in effect for those employees as of December 31, 2013, and the rate at which they were already paid by the County. This would apply to only those Deputy Sheriffs who received step increases or promotions between the time they were reimbursed and December 31, 2013. We do not estimate that this provision will have a substantial cost.

Upon the ratification of this agreement, the County and the DSPBA will withdraw their complaints and counter complaints pending against each other in court, arbitration, and/or PERB.

### **Other (Sections 10, 12, 13, 14, 15k)**

#### Layoffs (section 10 of the SOA)

This section of the agreement states that no employee will be subject to layoff for budget or policy reasons. This is not likely to have any cost to the County, since at current staffing levels layoffs are unlikely.

#### Administrative Leave (section 12 of the SOA)

The SOA states that (1) the Association President shall designate two (previously one) representatives who shall be recognized as full time employees responsible for implementing and carrying out the terms and conditions of the Agreement, (2) language is deleted that allowed for the release of a second employee to assist on an "as needed" basis, and (3) the two representatives' positions are not eligible for overtime and will receive compensation adjustment of salary equal to the next highest rank and highest differential, step, allowance, and stipend available for that rank.

It is our understanding that this provision will result in increased costs to the County based on promotions received by the two representatives. Assuming that these two promotions are both from top step Deputy Sheriff I to Deputy Sheriff II, the increased salary cost to the County is approximately \$34,000. The precise additional cost to the County is unknown pending identification of the two representatives and their associated ranks and step.

Overtime (section 13 of the SOA)

This section stipulates that when overtime is necessary, employees with the least amount of weekly overtime will be offered the hours first, then the second least, and so on. This provision is not expected to have a significant impact on total costs as there is no preference made for rank or seniority.

Grievances (section 14 of the SOA)

This section states that all litigation and charges between the union and the County will be dropped upon the ratification of the agreement, unless otherwise stipulated in the agreement.

Uniforms (section 15k of the SOA)

Effective January 1, 2017, the Deputy Sheriffs will receive half of the uniform provisions received annually prior to 2017. However, employees will be provided with replacement provisions on an “as needed” basis if uniforms are damaged, ill-suited, or otherwise inoperative. This will likely provide some cost savings moving forward as many items in stock at the Quartermaster will not be replenished as swiftly as previously required. This section does not change Cleaning or Clothing allowances.

**Conclusion**

The 2017 Adopted Operating Budget includes \$4,476,378 to fund contract settlements. This is approximately equal to the retroactive pay estimated for the proposed Deputy Sheriff contract. Our 2017 estimated cost increase for the Deputy Sheriff contract is \$7,279,008, which is not funded in the 2017 Adopted Budget.

While the average annual increase of 2.34% can be considered a barometer for the fairness of the agreement, the total increase of 18.73% through 2018 is the more appropriate figure in terms of what the upcoming 2018 budget will have to fund.

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Intro. Res. No. 1260-2017  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 3/28/2017

**RESOLUTION NO. -2017, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION COVERING TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF JANUARY 1, 2011 THROUGH DECEMBER 31, 2018**

**WHEREAS**, the County and the President of the Suffolk County Deputy Sheriffs Police Benevolent 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 Suffolk County Legislature; and

**WHEREAS**, such agreement is subject to ratification by the Suffolk County Deputy Sheriffs Police Benevolent Association; and

**WHEREAS**, this Stipulation of Agreement, once ratified and approved by the parties, will also fully and finally resolve the several legal disputes among the Suffolk County Deputy Sheriffs Police Benevolent Association, the Sheriff of Suffolk County and the County regarding the 2012 assignment of Suffolk County PBA and SOA unit members to highway patrol-related duties on the Long Island Expressway and Sunrise Highway in place of members of the Suffolk County Deputy Sheriffs Police Benevolent Association; now therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive, or his designee, be and is hereby authorized to execute an agreement with the Suffolk County Deputy Sheriffs Police Benevolent Association, covering the terms and conditions of employment of the Suffolk County Deputy Sheriffs Police Benevolent Association for the period of January 1, 2011 through December 31, 2018, and the Stipulation of Agreement dated \_\_\_\_\_, 2017, a copy of which is on file with the Clerk of the Suffolk County Legislature, is hereby ratified and confirmed; 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:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:

**STIPULATION OF AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF SUFFOLK AND**  
**SUFFOLK COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT**  
**ASSOCIATION**

All provisions of the County/DSPBA 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 (Section 2):** Eight years - 1/1/2011 through 12/31/2018.

**2. Percentage Raises: (Section 6(A, B))**

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:

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

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.

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**3. Healthcare (Section 13.1):** 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 (Section 6 (A, B, C)).** 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 DS I salary for employees hired after the complete ratification and approval of the 2011-2018 Agreement. Deputy Sheriff II will be indexed at 16% greater than the top step Deputy Sheriff I. Deputy Sheriff III will be indexed at 16% greater than Deputy Sheriff II, exclusive of the stipend in lieu of overtime to the extent that it is applicable. Deputy Sheriff IV will be indexed at 16% greater than Deputy Sheriff III, exclusive of the stipend in lieu of overtime, to the extent that it is applicable.

**5. Productivity (Section 6.1):** Employees' duties and responsibilities will be expanded to include responsibility for 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. Retroactive payments for the increase set forth in this section covering calendar year 2015 only, other than for 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. Longevity (Section 6.10(A)):**

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

7. **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.

8. **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. Retroactive payments for the increase set forth in this section covering calendar years 2014 and 2015 only, other than for 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.

9. **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.

10. **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.

**11. 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.

**12. Administrative Leave (Section 16.5(D)(3)):**

- a. Effective upon the complete ratification and approval of the 2011-2018 Agreement, change one to two in the first paragraph and delete the last paragraph.
- b. The full-time release positions are not eligible for overtime and will receive compensation adjustment of salary equal to the next highest rank and highest differential, step, allowance, and stipend available for that rank.

**13. Overtime (Section 9.3(D)):** Amend Section 9.3(D) to provide:  
“When an overtime detail arises, the employee with the least number of hours on the current weekly overtime list will be asked first, the employee with the second least number of hours will be asked second, and so on. The overtime list may be check by the Association on a bi-weekly basis.”

**14.** All grievances, litigation and improper practice charges other than what is set forth in ¶15 herein will be withdrawn with prejudice upon the complete ratification and approval of the 2011-2018 Agreement.

**15. Highway Patrol-Related Litigation Resolution:**

- a. *Becker et al. v. County of Suffolk; et al.* The DSPBA will, within 30 business days after the complete ratification and approval of the 2011-2018 Agreement, withdraw the action, with prejudice. Each party will be responsible for its own costs and attorneys' fees, and none will be deemed to be a prevailing party. Employees deferring monies pursuant to the 2011 MOA will be repaid at the difference



between the rate of salary in effect for those employees as of December 31, 2013, and the rate at which they were already paid by the County.

- b. *Prudenti v. County of Suffolk; et al.* The County will, immediately upon the complete execution of the 2011-2018 Agreement, notify the Court of Appeals about this tentative settlement and request that the Court take and require no further action until the 2011-2018 Agreement has been completely ratified and approved. The County will, within 30 business days after the complete ratification and approval of the 2011-2018 Agreement, withdraw its appeal, with prejudice. Each party will be responsible for its own costs and attorneys' fees, and none will be deemed to be a prevailing party. The County will also support and encourage the withdrawal of related motions by the Suffolk County PBA and the Suffolk County SOA. In the event that these withdrawals do not occur, the County will support motions by the DSPBA to dismiss the PBA's and SOA's motions.
  
- c. *DSPBA 2011 MOA and Improper Rate of Pay Arbitration (PERB Case No. A2016-247)*. The DSPBA will, immediately upon the complete execution of the 2011-2018 Agreement, notify the Arbitrator about this tentative settlement and request that the Arbitrator take and require no further action until the 2011-2018 Agreement has been completely ratified and approved. The DSPBA will, within 30 business days after the complete ratification and approval of the 2011-2018 Agreement, withdraw the grievance, with prejudice. Each party will be responsible for its own costs and attorneys' fees, and none will be deemed to be a prevailing party.
  
- d. *DSPBA 2011 MOA and Highway Patrol Arbitration (PERB Case No. A2012-307)*. The DSPBA will, immediately upon the complete execution of the 2011-2018 Agreement, notify the Arbitrator about this tentative settlement and request that the Arbitrator take and require no further action until the 2011-2018 Agreement has been completely ratified and approved. The

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DSPBA will, within 30 business days after the complete ratification and approval of the 2011-2018 Agreement, withdraw the grievance, with prejudice. Each party will be responsible for its own costs and attorneys' fees, and neither none be deemed to be a prevailing party.

- e. *DSPBA Highway Patrol IPC (PERB Case No. U-32331)*. The DSPBA will, immediately upon the complete execution of the 2011-2018 Agreement, notify the Administrative Law Judge about this tentative settlement, request the adjournment of the scheduled April 7, 2017 hearing date, and request that the Administrative Law Judge take and require no further action until the 2011-2018 Agreement has been completely ratified and approved. The DSPBA will, within 30 business days after the complete ratification and approval of the 2011-2018 Agreement, withdraw the IPC, with prejudice. Each party will be responsible for its own costs and attorneys' fees, and none will be deemed to be a prevailing party.
- f. *DSPBA Bad Faith Bargaining IPC (PERB Case No. U-34663)*. The DSPBA will immediately upon the complete execution of the 2011-2018 Agreement, notify the Administrative Law Judge about this tentative settlement, request the adjournment of the scheduled March 29, 2017 pre-hearing conference, and request that the Administrative Law Judge take and require no further action until the 2011-2018 Agreement has been completely ratified and approved. The DSPBA will, within 30 business days after the complete ratification and approval of the 2011-2018 Agreement, withdraw the IPC, with prejudice. Each party will be responsible for its own costs and attorneys' fees, and none will be deemed to be a prevailing party.
- g. *DSPBA 2011 MOA*. Effective upon the complete ratification and approval of the 2011-2018 Agreement, the MOA will be deemed to be null and void and of no further force and effect. In its place, the following provisions of the 2011 MOA will be incorporated verbatim as an Appendix into the 2011-2018 collective

13 [Signature]

negotiations agreement and will expire and sunset on December 31, 2018:

- i. ¶ 3(a, b), except that Highway Patrol-related duties and responsibilities on the Long Island Expressway and Sunrise Highway, including related dispatched 911 calls, within the Suffolk County Police District, will be excluded from these provisions;
  - ii. ¶ 3(c, d);
  - iii. ¶ 4, except that Highway Patrol-related duties and responsibilities on the Long Island Expressway and Sunrise Highway, including related dispatched 911 calls, within the Suffolk County Police District, will be excluded from this provision;
  - iv. ¶ 6, except that Highway Patrol-related duties and responsibilities on the Long Island Expressway and Sunrise Highway, including related dispatched 911 calls, within the Suffolk County Police District, will be excluded from this provision;
  - v. ¶¶ 7-8;
  - vi. ¶¶ 10-11.
- h. Effective January 1, 2017, all employees hired on or before the complete ratification and approval of the 2011-2018 Agreement will be placed on a new salary schedule as set forth in Exhibit "B" attached hereto.
- i. Special Section Pay (Section 6.4). Effective January 1, 2017, change "who are assigned to Warrants Division, Criminal Investigations Bureau, Evening Transportation – District Court and Headquarters Transportation Squad shall receive \$60 bi-weekly in addition to their base salary" to "will be paid an annual Special Section Pay of \$2,318. This will be included in the annual salary and bi-weekly pay (prorated), and will prospectively be increased by any general wage increases."

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- j. Effective January 1, 2017, the index for all promotional titles and assignments to Investigator titles for employees hired before the complete ratification and approval of the 2011-2018 Agreement will be based on the top step DS I salary for employees hired before the complete ratification and approval of the 2011-2018 Agreement. Deputy Sheriff II will be indexed at 17.7% greater than the top step Deputy Sheriff I. Deputy Sheriff III will be indexed at 23.4% greater than Deputy Sheriff II, exclusive of the stipend in lieu of overtime to the extent that it is applicable. Deputy Sheriff IV will be indexed at 16.5% greater than Deputy Sheriff III, exclusive of the stipend in lieu of overtime, to the extent that it is applicable.
- k. Uniforms (Section 6.11). Effective January 1, 2017, employees will be entitled to one-half of the annual uniform provisions they received annually prior to 2017. Notwithstanding this adjustment, employees will continue to receive replacement uniform provisions on an "as needed" basis if replaced uniform provisions are damaged, ill-suited, or otherwise inoperative.

**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.**

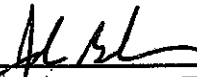
**ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE RATIFICATION BY THE SUFFOLK COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION, AND THE COUNTY EXECUTIVE AND THE**

SUFFOLK COUNTY SHERIFF, AND WILL 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 4/3/2017

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
**John Becker, President**  
**DSPBA**

**FOR THE COUNTY:**

  
\_\_\_\_\_  
**Jennifer K. McNamara, Esq.**  
**Director of Labor Relations**

**Vincent F. DeMarco:**

  
\_\_\_\_\_  
**Suffolk County Sheriff**

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# EXHIBIT A

93 07/20/00

**NEW DS SALARY SCHEDULE HIRED AFTER RATIFICATION OF THE CONTRACT**

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

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# New Salary Chart - Investigators

## DEPUTY SHERIFF INVESTIGATORS

### 1-1-17 Biweekly

	5-1	5-2	5-3	5-4
Deputy Sheriff I	3,123	3,156	3,198	3,216
Deputy Sheriff II	3,601	3,640	3,690	3,709
Deputy Sheriff III	4,207	4,241	4,287	4,304
Deputy Sheriff IV	4,894	4,927	4,977	4,996

### 1-1-17 Annual

	5-1	5-2	5-3	5-4
Deputy Sheriff I	81,515	82,372	83,456	83,936
Deputy Sheriff II	93,983	95,006	96,310	96,803
Deputy Sheriff III	109,803	110,703	111,878	112,333
Deputy Sheriff IV	127,722	128,606	129,896	130,387

## DEPUTY SHERIFF INVESTIGATORS

### 6-1-17 Biweekly

	5-1	5-2	5-3	5-4
Deputy Sheriff I	3,225	3,259	3,301	3,320
Deputy Sheriff II	3,718	3,758	3,810	3,829
Deputy Sheriff III	4,344	4,379	4,426	4,444
Deputy Sheriff IV	5,053	5,088	5,139	5,158

### 6-1-17 Annual

	5-1	5-2	5-3	5-4
Deputy Sheriff I	84,164	85,049	86,169	86,663
Deputy Sheriff II	97,037	98,093	99,440	99,950
Deputy Sheriff III	113,371	114,301	115,514	115,984
Deputy Sheriff IV	131,873	132,786	134,118	134,625

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**DEPUTY SHERIFF INVESTIGATORS**

**6-1-18 Biweekly**

	5-1	5-2	5-3	5-4
Deputy Sheriff I	3,329	3,364	3,409	3,428
Deputy Sheriff II	3,839	3,881	3,934	3,954
Deputy Sheriff III	4,485	4,522	4,570	4,588
Deputy Sheriff IV	5,217	5,253	5,306	5,326

**6-1-18 Annual**

	5-1	5-2	5-3	5-4
Deputy Sheriff I	86,899	87,813	88,969	89,480
Deputy Sheriff II	100,191	101,281	102,672	103,198
Deputy Sheriff III	117,056	118,016	119,269	119,754
Deputy Sheriff IV	136,159	137,101	138,477	139,000

*Handwritten signature or initials*

# EXHIBIT B

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DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION

**January 1, 2017 Salary Schedule**

	<u>BU #11</u>					
	<u>BI-WEEKLY</u>					
	1	1A	2	3	4	5
Deputy Sheriff I	1,587	1,939	2,293	2,646	3,121	3,353
Deputy Sheriff II						3,945
Deputy Sheriff III						4,867
Deputy Sheriff IV						5,669

	<u>ANNUAL</u>					
	1	1A	2	3	4	5
Deputy Sheriff I	41,421	50,608	59,847	69,061	81,458	87,502
Deputy Sheriff II						102,914
Deputy Sheriff III						127,034
Deputy Sheriff IV						147,966

**June 1, 2017 Salary Schedule**

	<u>BU #11</u>					
	<u>BI-WEEKLY</u>					
	1	1A	2	3	4	5
Deputy Sheriff I	1,639	2,002	2,368	2,732	3,222	3,462
Deputy Sheriff II						4,073
Deputy Sheriff III						5,025
Deputy Sheriff IV						5,853

	<u>ANNUAL</u>					
	1	1A	2	3	4	5
Deputy Sheriff I	42,767	52,253	61,792	71,305	84,105	90,346
Deputy Sheriff II						106,311
Deputy Sheriff III						131,163
Deputy Sheriff IV						152,775

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## June 1, 2018 Salary Schedule

	<u>BU #11</u>					
	<u>BI-WEEKLY</u>					
	1	1A	2	3	4	5
Deputy Sheriff I	1,692	2,067	2,444	2,821	3,327	3,574
Deputy Sheriff II						4,206
Deputy Sheriff III						5,189
Deputy Sheriff IV						6,044

	<u>ANNUAL</u>					
	1	1A	2	3	4	5
Deputy Sheriff I	44,157	53,951	63,801	73,622	86,839	93,282
Deputy Sheriff II						109,766
Deputy Sheriff III						135,425
Deputy Sheriff IV						157,740

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**DEPUTY SHERIFF INVESTIGATORS**

**1-1-17 Biweekly**

	5-1	5-2	5-3	5-4
Deputy Sheriff I	3,473	3,509	3,556	3,576
Deputy Sheriff II	4,060	4,104	4,160	4,182
Deputy Sheriff III	5,047	5,089	5,143	5,164
Deputy Sheriff IV	5,895	5,936	5,995	6,018

**1-1-17 Annual**

	5-1	5-2	5-3	5-4
Deputy Sheriff I	90,643	91,596	92,802	93,335
Deputy Sheriff II	105,961	107,114	108,585	109,141
Deputy Sheriff III	131,734	132,814	134,224	134,770
Deputy Sheriff IV	153,863	154,928	156,482	157,074

**DEPUTY SHERIFF INVESTIGATORS**

**6-1-17 Biweekly**

	5-1	5-2	5-3	5-4
Deputy Sheriff I	3,586	3,623	3,671	3,692
Deputy Sheriff II	4,192	4,237	4,296	4,318
Deputy Sheriff III	5,211	5,254	5,310	5,331
Deputy Sheriff IV	6,087	6,129	6,190	6,214

**6-1-17 Annual**

	5-1	5-2	5-3	5-4
Deputy Sheriff I	93,589	94,573	95,818	96,368
Deputy Sheriff II	109,405	110,595	112,114	112,688
Deputy Sheriff III	136,015	137,130	138,586	139,150
Deputy Sheriff IV	158,864	159,963	161,568	162,179

*Handwritten initials/signature: JS [unclear]*

**DEPUTY SHERIFF INVESTIGATORS**

**6-1-18 Biweekly**


	5-1	5-2	5-3	5-4
Deputy Sheriff I	3,702	3,741	3,791	3,812
Deputy Sheriff II	4,328	4,375	4,435	4,458
Deputy Sheriff III	5,381	5,425	5,482	5,505
Deputy Sheriff IV	6,285	6,328	6,392	6,416

**6-1-18 Annual**

	5-1	5-2	5-3	5-4
Deputy Sheriff I	96,631	97,646	98,932	99,500
Deputy Sheriff II	112,960	114,190	115,758	116,350
Deputy Sheriff III	140,436	141,587	143,090	143,672
Deputy Sheriff IV	164,027	165,162	166,819	167,450

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STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation							
Resolution <u>  X  </u> Local Law _____      Charter Law _____							
2. Title of Proposed Legislation							
<b>AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION COVERING TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018</b>							
3. Purpose of Proposed Legislation –See number 2 above.							
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  X  </u> No _____							
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)							
<u>County</u>	Town	Economic Impact					
Village	School District	Other (Specify):					
Library District	Fire District						
6. If the answer to item 4 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 through 2015. Only retroactive payments associated with overtime and compensatory time will be paid out for the years prior to 2016.							
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.							
	2016	2017	2018	Total During Contract	2019	2020	5-Year Total
Cost	\$ 4.64	\$ 8.90	\$ 11.07	\$ 24.61	\$ 12.01	\$ 12.16	\$ 48.78
Savings	\$ -	\$ (0.23)	\$ (0.58)	\$ (0.81)	\$ (1.07)	\$ (1.91)	\$ (3.80)
	\$ 4.64	\$ 8.67	\$ 10.49	\$ 23.80	\$ 10.93	\$ 10.25	\$ 44.98
8. Proposed Source of Funding							
Suffolk County Operating Budget							
9. Timing of Impact							
Effective upon adoption.							
10. Typed Name & Title of Preparer Stephanie Rubino Assistant Budget Director	11. Signature of Preparer 	12. Date: 4/5/2017					