

SUFFOLK COUNTY LEGISLATURE



BUDGET REVIEW OFFICE

December 13, 2019

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

From: Rosalind Gazes, Deputy Director
Budget Review Office

Subject: **Analysis of Introductory Resolution No. 1852-2019, Authorizing the County Executive to Execute an Agreement with the Suffolk County Superior Officers Association Covering the Terms and Conditions of Employment for the Period January 1, 2019 through December 31, 2024**

This memo provides the Legislature with an analysis of the cost and fiscal impact of the agreement between the County Executive and the Suffolk County Superior Officers Association (SOA) signed on December 9, 2019, representing a new labor contract for the period of January 1, 2019 to December 31, 2024.

Summary

There were 450 SOA members on the 12/1/2019 biweekly payroll, which we used to project the salary costs associated with the agreement. All collectively bargained increases and steps were factored in where applicable from 2019 to 2024. We assumed 28 retirements (amount in 2018) each year and 28 promotions to SOA each year, both uniformly distributed. For overtime and items not specifically addressed elsewhere in this document we assumed the ratio of these expenditures to salary expenditures reported in the 2018 W-2 report. Retirement costs were calculated using a blended PFRS contribution rate of 25.34% based on the latest NYS projection for Suffolk County. Social Security is calculated at the Medicare extension rate of 1.45% since all officers already earn wages in excess of the FICA cap.

Several provisions of the contract will provide some savings while others have no readily identifiable fiscal impact during the life of the agreement. Ultimately, we project an average annual cost from 2019 to 2024 of \$8.9 million and a total net cost of \$53.4 million through the term of the contract. Both the average and total estimated cost by BRO are equal to what was included in the County Executive's fiscal impact statement. The following table summarizes the BRO estimated cost for the SOA contract

from 2019 to 2024 by fund and category and compares the total projected cost to the County Executive's fiscal impact statement.

General Fund Cost for 2019-2024 SOA Contract							
Category	2019	2020	2021	2022	2023	2024	Total
Permanent Salaries	\$0	\$406,951	\$685,230	\$1,077,470	\$1,498,117	\$2,153,678	\$5,821,446
Stipends	\$0	\$25,369	\$28,946	\$32,639	\$33,089	\$36,973	\$157,016
Longevity	\$0	\$43,539	\$90,322	\$139,522	\$193,154	\$248,160	\$714,697
Clothing and Cleaning	\$0	\$44,001	\$44,001	\$44,001	\$44,001	\$44,001	\$220,007
Terminal Pay	\$0	\$37,670	\$63,348	\$89,411	\$115,865	\$156,141	\$462,434
Overtime and Other Salaries	\$0	\$77,884	\$172,252	\$255,803	\$339,482	\$475,162	\$1,320,584
Benefit Fund	\$0	\$0	\$17,328	\$34,657	\$51,985	\$51,985	\$155,956
Social Security	\$0	\$8,622	\$15,124	\$23,165	\$31,641	\$44,547	\$123,099
Retirement	\$0	\$0	\$141,130	\$248,258	\$382,164	\$523,601	\$1,295,152
Savings	\$0	(\$40,802)	(\$41,044)	(\$41,290)	(\$41,540)	(\$41,920)	(\$206,596)
Total	\$0	\$603,235	\$1,216,637	\$1,903,634	\$2,647,958	\$3,692,330	\$10,063,795
Police District Cost for 2019-2024 SOA Contract							
Category	2019	2020	2021	2022	2023	2024	Total
Permanent Salaries	\$0	\$1,970,867	\$3,042,436	\$4,458,304	\$5,848,527	\$8,129,194	\$23,449,328
Stipends	\$0	\$122,864	\$140,186	\$158,070	\$160,249	\$179,060	\$760,430
Longevity	\$0	\$210,861	\$437,428	\$675,703	\$935,446	\$1,201,840	\$3,461,278
Clothing and Cleaning	\$0	\$213,099	\$213,099	\$213,099	\$213,099	\$213,099	\$1,065,493
Terminal Pay	\$0	\$182,434	\$306,792	\$433,017	\$561,134	\$756,194	\$2,239,571
Overtime and Other Salaries	\$0	\$377,194	\$834,218	\$1,238,856	\$1,644,112	\$2,301,213	\$6,395,593
Benefit Fund	\$0	\$0	\$83,922	\$167,843	\$251,765	\$251,765	\$755,294
Social Security	\$0	\$41,756	\$69,243	\$101,168	\$132,840	\$182,375	\$527,382
Retirement	\$0	\$0	\$683,491	\$1,132,341	\$1,658,266	\$2,179,305	\$5,653,402
Savings	\$0	(\$197,604)	(\$198,777)	(\$199,968)	(\$201,177)	(\$203,017)	(\$1,000,543)
Total	\$0	\$2,921,470	\$5,612,038	\$8,378,432	\$11,204,261	\$15,191,028	\$43,307,228
Total Combined Cost for 2019-2024 SOA Contract							
Category	2019	2020	2021	2022	2023	2024	Total
BRO Total Annual Cost	\$0	\$3,524,705	\$6,828,675	\$10,282,066	\$13,852,220	\$18,883,358	\$53,371,024
Executive Total Annual Cost	\$47,624	\$4,194,614	\$7,265,811	\$10,330,310	\$13,611,805	\$17,928,111	\$53,378,275
BRO difference from Exec	(\$47,624)	(\$669,909)	(\$437,136)	(\$48,244)	\$240,415	\$955,247	(\$7,251)

Term of Contract (Section 1): The term of this contract is six (6) years from January 1, 2019 through December 31, 2024.

Base Salary schedule (Section 2): Base Salary is increased in accordance with the increases in the 2019-2024 PBA Agreement, which is as follows.

Effective January 1, 2019	0%
Effective January 1, 2020	2.25%
Effective January 1, 2021	1%
Effective July 1, 2021	1%
Effective January 1, 2022	1%
Effective July 1, 2022	1%

Effective January 1, 2023	1%
Effective July 1, 2023	1%
Effective January 1, 2024	1.5%
Effective July 1, 2024	1.5%

Pay Scale (Sections 3-6): Prior to the 2011-2018 SOA Agreement, each title in the bargaining unit was assigned one salary. In the last agreement, this system continued for existing SOA members, but an eight-step salary schedule was implemented for PBA members hired before the ratification of the 2011-2018 PBA Agreement on 9/6/2012, but promoted to the SOA subsequent to the SOA agreement and a ten-step schedule was created for PBA members hired after 9/6/2012 and subsequently promoted to the SOA. The 2019-2024 agreement continues the stepless system for employees that were SOA members before 9/6/2012 and creates a five-step system for employees promoted to the SOA afterward.

The following table shows the change in the step system for employees promoted to the SOA after 9/6/2012 pursuant to sections 3 and 4 of the agreement. Members in the eight and ten-step schedules will be placed in the five-step schedule based on the number of years in the SOA. Regardless of hire/promotion date, all SOA members will reach the same top salary, which was also the case under the previous agreement. The difference is that employees will reach that threshold in five rather than eight or ten years. However, in some cases it may take employees more than five years to reach top pay as a Sergeant because under the new agreement employees hired after 9/6/12 will have their salary indexed to the step that an employee would have been if he/she remained in the PBA instead of top step pay. Sections 5 and 6 change references to step 8 and step 10 to step 5 to reflect the change in the salary schedule. The percentage increases from Sergeant to Detective Sergeant and Lieutenant are unchanged.

Percentage Above Top-Step PBA Salary				
Step	2011-2018 Agreement		2019-2024 Agreement	
	Before 9/6/12	After 9/6/12	Before 9/6/12	After 9/6/12 *
1	2.25%	1.80%	3.594%	3.594%
2	4.50%	3.60%	7.188%	7.188%
3	6.75%	5.40%	10.782%	10.782%
4	9.00%	7.20%	14.376%	14.376%
5	11.25%	9.00%	17.97%	17.97%
6	13.50%	10.80%	NA	NA
7	15.75%	12.60%	NA	NA
8	17.97%	14.40%	NA	NA
9	NA	16.20%	NA	NA
10	NA	17.97%	NA	NA

*Percentage above member's previous PBA salary

The following table shows projected costs for permanent salaries, overtime (excluding Section 21), other salaries, and terminal pay by fund.

Base Salary and Overtime Pay and Terminal Pay								
Fund	Category	2019	2020	2021	2022	2023	2024	Total
001	Permanent	\$0	\$406,951	\$685,230	\$1,077,470	\$1,498,117	\$2,153,678	\$5,821,446
115	Salaries	\$0	\$1,970,867	\$3,042,436	\$4,458,304	\$5,848,527	\$8,129,194	\$23,449,328
Total		\$0	\$2,377,818	\$3,727,666	\$5,535,773	\$7,346,644	\$10,282,873	\$29,270,774
001	OT and Other	\$0	\$77,884	\$172,252	\$255,803	\$339,482	\$475,162	\$1,320,584
115	Salaries	\$0	\$377,194	\$834,218	\$1,238,856	\$1,644,112	\$2,301,213	\$6,395,593
Total		\$0	\$455,078	\$1,006,470	\$1,494,659	\$1,983,594	\$2,776,376	\$7,716,177
001	Terminal Pay	\$0	\$37,670	\$63,348	\$89,411	\$115,865	\$156,141	\$462,434
115		\$0	\$182,434	\$306,792	\$433,017	\$561,134	\$756,194	\$2,239,571
Total		\$0	\$220,103	\$370,140	\$522,428	\$676,999	\$912,335	\$2,702,005

Range (Section 7): Effective January 1, 2020, all employees shall work one (1) additional day during each calendar year 2020 through and including 2024 for firearms qualification. This additional day shall not be scheduled on an employee's days off before or after a pre-picked vacation, and must be adjacent to an employee's first or last regularly scheduled shift, unless mutually agreed upon. The Department reported using 538 hours of overtime in 2018 to backfill positions while members were attending firearms training that will no longer be necessary resulting in estimated salary savings to the County, over the life of this agreement, of \$231,885. This provision will expire on December 31, 2024.

Benefit Fund (Section 8): Contributions to the Fund shall be based on the number of employees in the Fund on 12/31/18, and increase by \$225 per member on January 1 each year 2021 to 2023, and be the same as the per member contribution for the PBA effective December 31, 2024. The cost of this provision of the agreement is estimated to be \$911,250 over the life of the agreement. The agreement also provides that the County will make contributions when the Benefit Fund falls below 12 months reserves until such time that it has in excess of 15 months reserves. The fiscal impact resultant from this clause is indeterminate pending the fund reserve balance.

Sick Leave (Sections 9 and 10): Employees hired after full ratification and approval shall receive 13 sick days per year. Unused sick leave will be paid for upon separation or upon death to his/her designated beneficiary at the rate of one (1) day for every day accumulated up to a total of 300 days. Previously employees received 26 sick days a year and were able to accrue 600 sick days for which they were compensated upon separation or death at a rate of one day's pay for every two days accumulated. The fiscal ramifications of this provision are unclear as it is unknown if this provision will impact behavior with respect to the use of sick time and the necessity to utilize overtime to backfill shifts and provide adequate staffing to cover for those out on sick leave.

Canine (Section 11): Effective January 1, 2020 Section 39(h) shall be amended by replacing the fixed dollar amount with 30 minutes of straight time pay per day (3.5 hrs./week) at the prevailing rate of pay. The net salary cost for this change over the life of the contract is approximately \$86,551.

Cleaning (Section 12): Effective January 1, 2020, the cleaning allowance will be increased by \$450. Assuming 450 SOA members receive this increase in each year of 2020 through 2024 at a cost of \$202,500 annually, the total estimated cost of this provision over the life of the contract is \$1,012,500.

Clothing (Section 13): Effective January 1, 2020 the clothing allowance will be increased by \$300. Assuming this increase applies to 182 eligible members of the SOA in each year of 2020 through 2024

at a cost of \$54,600 annually, the total estimated cost of this provision over the life of the contract is \$273,000.

Longevity (Sections 14 and 15): Longevity shall be increased by \$25 each January 1 from 2020 through 2024. Assuming 450 eligible SOA members receive this increase in each year of 2020 through 2024, at an additional cost of \$303,750 annually, the total estimated cost of this provision over the life of the contract is \$4,556,250. Effective January 1, 2020 the maximum years of service for the calculation of longevity pay shall be 32 years. Employees eligible for more than 32 years of longevity service on January 1, 2020 shall be frozen at the number of years of service for which they are eligible on that date. Assuming retirements of 28 of the most senior SOA members in each year of 2020 through 2024, BRO estimates longevity payment savings of \$380,275 over the life of the agreement. We estimate the net cost to be \$4,175,975.

Cancer Time (Section 16): Effective upon full ratification and approval of this Agreement, employees shall be granted up to four hours off with pay per year to receive a medically approved cancer screening for which the absence must be mutually agreed upon and approved in advance by the Department. The utilization and ensuing cost of this provision by SOA members is unknown, therefore BRO has not assigned any fiscal impact resultant from its inclusion within the Agreement.

Prisoners and Meal Run (Sections 17 and 18): The County may assign, only after the arrest process is complete, the guarding and transportation of prisoners to and from court and hospitals to members of another County bargaining unit. The County can also assign the prisoner meal run to members of another County bargaining unit. BRO estimates negligible fiscal impact related to these provisions of the Agreement.

Supplemental Tasks Stipend (Section 19): Effective January 1, 2020, a supplemental tasks stipend of 2.5% of base pay will be paid to all supervisors assigned to the SAFE T Team who wear a Body Worn Camera, Sergeants and Lieutenants on the Medical Crisis Action Team (MedCAT), and all Sergeants assigned to plainclothes investigations within the Precinct Crime Section. There are 25 Sergeants and one Lieutenant currently eligible for the stipend. The stipend will not increase the members "rate of pay" for other compensation calculations. BRO estimates a cost of \$569,265 for this provision of the Agreement

Supervisor Command Decision Compensation (Section 20): Section 44 of the Collective Bargaining Agreement is amended to cap the maximum payment per calendar day at one- and one-half hours per day, regardless of the number of calls received. BRO estimates savings of \$255,028 over the life of this Agreement resultant from this provision.

Overtime Compensation (Section 21): Overtime compensation allowed at the discretion of the Commissioner of Police in concurrence with the County Executive for bargaining unit members in ranks above Detective Captain is amended effective as follows:

January 1, 2020	\$3,000 per year
January 1, 2021	\$3,500 per year
January 1, 2022	\$4,000 per year
January 1, 2024	\$4,500 per year

BRO estimates additional costs of \$261,630 from this provision over the life of the Agreement assuming that the payments are made to all 38 currently eligible SOA members and that the number of eligible SOA members remains static over the life of the Agreement.

SCAT (Section 22): Effective December 31, 2024, sick leave and vacation leave accruals shall be prorated by the month for the calendar year in which an employee separates from service. There is no fiscal impact associated with this provision within the term of the agreement

Recall (Section 23): Call-in/recall pay will be reduced to a minimum of 2 hours of overtime pay. If the assignment for which an employee was called-in/recalled is completed in less than four hours, the employee will have the option to remain on duty for the remainder of the four hours, on overtime. There are potential, unquantifiable savings associated with this provision of the agreement.

Meals and Mileage (Sections 24 and 25): The meal and mileage allowances set forth in the current collective bargaining agreement are eliminated. Members can no longer be reimbursed for mileage if using their own vehicles for court. Members will also no longer receive \$19.50 for missed meals for eight-hour overtime shifts. Based on the percentage of total overtime received by SOA, BRO estimates annual savings for these provisions at \$84,045 annually, \$420,225 over the life of the contract.

Warrant Execution (Section 26): Detective Sergeants supervising a Special Operations Team (SOT) and/or a Narcotics Detective Squad may have their shifts changed to a 9 am to 5 pm shift from either a 4am to Midnight or a 5pm to 1am shift without compensation to execute up to 30 warrants per year, if other shift members also have the tour changed without compensation. BRO did not assign a cost or savings to this provision; however, it is an overtime mitigation measure.

Court (Section 27): Employees will only receive one recall for attending multiple court cases scheduled within a four-hour period. BRO did not assign a cost or savings to this provision; however, it is an overtime mitigation measure.

Medscope (Section 28): Any video evidence obtained by the Department during medical dispute investigations must be shared with the SOA, as well as with Medscope, the consulting service used to decide medical disputes. The SOA will be given at least one day of review for every two hours of video provided for review. If video is not provided for review, the Department may not provide video evidence to Medscope unless mutually agreed upon. BRO did not assign a cost or savings to this provision of the Agreement.

Short Sleeves (Section 29): This provision of the Agreement states that employees shall have the right to wear Department issued or approved short sleeve shirts when temperatures are forecast by the National Weather Service to rise above 80 degrees Fahrenheit during the employees shift. There is no fiscal impact associated with this provision of the Agreement.

Member Services Fund (Sections 30-32): The agreement eliminates two separate payments totaling \$128,852 previously made for life insurance and education and replaces them with by a single annual payment of \$68,852 to the SOA Member Services Fund beginning in February 2020 and ending in February 2024. The \$128,852 payment resumes in 2025. There is a savings of \$300,000 over the life of the contract.

Internal Affairs (Section 33): The SOA will be provided a private room for its representatives and counsel for consultation with members while preparing for Internal Affairs interviews. There is no fiscal impact for this provision of the Agreement.

Transfers (Section 34): The Department may deny transfer requests by employees who are on probation. BRO did not assign a cost or savings to this provision of the Agreement.

Reopener (Section 35): This provision of the Agreement states that the SOA shall be entitled to reopen negotiations over terms and conditions of employment, including the right to proceed to interest arbitration, in the event that any current or future law enforcement bargaining unit agrees or is awarded a change in overall terms and conditions, including the value of concessions given, during the period of this Agreement inconsistent with the terms of this Agreement. BRO did not assign a cost or savings to this provision.