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Contract Database Metadata Elements

Title: **Nassau County and Superior Officers Association of the Nassau County Police Department (2009)**

Employer Name: **Nassau County**

Union: **Superior Officers Association of the Nassau County Police Department**

Effective Date: **05/06/09**

Expiration Date: **12/31/15**

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STIPULATION OF AGREEMENT ("AGREEMENT") made and entered into as of the 6th day of May, 2009, by and between the COUNTY OF NASSAU, a municipal corporation in the State of New York, having its principal place of business at 1550 Franklin Avenue, Mineola, New York (hereinafter referred to as "COUNTY"), and the SUPERIOR OFFICERS ASSOCIATION OF THE POLICE DEPARTMENT OF THE COUNTY OF NASSAU, INC., an employee organization having its principal place of business at 777 Old Country Rd. Plainview, NY 11803 (hereinafter referred to as "SOA");

WHEREAS, the parties are signatories to a Collective Bargaining Agreement and various subsequent interest arbitration awards that set forth certain terms and conditions under which supervisors shall work and perform their duties (hereinafter referred to as "contract" or "CBA"); and

WHEREAS, the parties' current contract is due to expire December 31, 2013; and

WHEREAS, the parties desire to enter into an agreement that extends and/or amends the current CBA through December 31, 2015, setting forth wages to be paid to SOA unit members and certain other terms, conditions and standards of employment.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises as herein contained, the parties hereto bind themselves and agree as follows:

1. The provisions of the present CBA, including the Interest Arbitration Award covering the period January 1, 2008 through December 31, 2013 (referred to herein as the "2009 Award"), shall remain in full force and effect during the course of this agreement unless explicitly modified by the terms of this agreement.

2. Term

The term of this agreement shall be from the date of complete ratification through December 31, 2015.

3. Base Wages and all Alternative Salary Schedules

Base Wages and all Alternative Salary Schedules shall be paid in accordance with the following:

- a. Effective January 1, 2013 an increase of 3.5% for all steps, thereby amending the wage increase for 2013 contained in paragraph 2 of the 2009 Award.
- b. Effective January 1, 2014 an increase of 3.5% for all steps.
- c. Effective January 1, 2015 an increase of 3.75% for all steps.
- d. Wages and longevity increases set forth in 2009 Award due for the period April 1, 2008 through December 31, 2008 shall be paid on the first pay period in January, 2012; wages and longevity increases set forth in the 2009 Award due for the

period April 1, 2009 to December 31, 2009 shall be paid on the first pay period in January 2012; and wages and longevity increases set forth in the 2009 award due for the period July 1, 2010 through December 31, 2010 shall be paid in the first pay period of January, 2013.

- i. A superior officer who separates from service prior to the above mentioned pay dates shall receive the full value of the deferred payments upon separation above the Termination Pay Cap.
- ii. In all cases, the deferred payments will be paid out at the rate applicable when it was earned.

- e. Effective December 31, 2015, the Detective Supervisor Stipend shall be increased by one percent of base pay.

4. Emergency Phone Calls. The Police Commissioner may direct that certain supervisors be available by phone in the event such officers might be required to answer a call for emergencies. Such direction to be available by phone will not constitute such officer being on standby or recall. However, in the event that such supervisor (who is not on duty and not on standby or being recalled), actually receives a phone call, he or she will receive two hours pay if he is called to perform duty related to his unit and is not actually called in to work.

5. Administrative Fund.

Effective January 1, 2010 the Administrative Fund will be increased by \$30,000.

6. Lag Payroll

The County may implement a one time two-week lag payroll after July 1 2009, including all monies contained in the biweekly pay check (e.g., base, longevity, stipends, etc.). This shall be accomplished by delaying the pay period 1 day per pay period for 10 pay periods. Any and all incremental step increases and contractual wage increases will be reflected in the pay check issued for the period in which the increase date falls. This 10 day contractual deferral will be banked and paid to employees on separation from the County at their then current rate of pay.

7. Assignment of Unit Work

The County may assign the following unit work to non-unit members: 2 Sergeants in PAB; 1 Sergeant in COD; 1 Sergeant in AIU; 2 Detective Sergeants in FEB; 2 Detective Sergeants in SIS; 1 Detective Lieutenant or Detective Captain in Commissioner's Office; 1 Sergeant in PAL; 1 Lieutenant in PB.

8. Holiday Elimination

- a. Election Day, Columbus Day and Veterans Day shall be eliminated as holidays in 2009, 2010 and 2011 for all purposes. These days will be deducted from the

December holiday check. Superior Officers shall have these 9 days added to their vacation bank (not to be used prior to January 1, 2012) or cashed out at separation at his or her option. If cashed out at separation, the cash value of these days will not apply to the cap referred in paragraph 11, below.

- b. The premium pay lost for superior officers working the eliminated holidays shall be placed into his or her compensatory time bank or cashed out at separation above the Termination Pay Cap at his or her option.
- c. Any superior officer who utilizes 2009, 2010 and/or 2011 as part of his or her final average salary, shall receive a retro payment applicable to the lost payments caused by this sub-section for those years used as final average salary.

9. Equipment and Clothing Allowance

All superior officers will forgo \$1000.00 in equipment allowance in 2009, 2010 and 2011. Such amounts shall be paid upon retirement above the Termination Pay Cap.

10. Longevity

Effective January 1, 2014, longevity payments shall be increased by \$25 for each year of service for which longevity is paid.

11. Termination Pay

Paragraph 13 ("Termination Pay") of the 2009 Award will be amended to replace November 1, 2009 with July 1, 2009, 2400 hours.

12. Quarter Days

Two quarter days will be eliminated January 1, 2012 and the remaining two quarter days will be eliminated January 1, 2013.

13. Health Insurance

The County will continue to pay for and maintain full health insurance benefits and level of benefits in the same manner as required by the CBA and subsequent interest arbitration awards.

14. Ratification.

- A. 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 additional funds therefore, shall not become effective unless the appropriate legislative body has given approval.

- B. It is further agreed by and between the parties that this Agreement shall not become effective until the ratification by the SOA. In the event that this agreement is approved by the Nassau County legislature but not by the SOA membership then this agreement shall become null and void.

15. Bonding

This agreement is contingent on the County receiving state and local legislative authority to bond termination payouts. In the event that such authority is not received by June 25, 2009, this agreement shall be null and void. The condition contained in this paragraph may be waived by the County Executive, after consultation with the SOA President.

16. Disputes

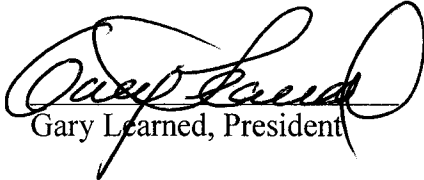
Any disputes concerning this agreement shall be submitted to arbitrator Martin F. Scheinman who shall issue a final and binding decision.

17. Reopener

The SOA shall be entitled to re-open negotiations over terms and conditions of employment for the period covering the contract extension 2013 through 2015 as well as those other items covered by this Agreement effective on or after the date of ratification, in the event any current or future law enforcement bargaining unit agrees or is awarded a change in overall terms and conditions of employment inconsistent with this Agreement. For purposes of this provision, current law enforcement units are PBA, DAI, ShOA, and IPBA. The re-opener clause set forth in Section 22 of the 2009 Award shall remain in full force and effect.

Dated: May 6, 2009
Mineola, New York

For the SOA



Gary Learned, President

For the County



Maileyn Gottlieb
Chief Deputy County Executive